

RECORDATION REQUES	STED BY:	
WHEN RECORDED MAIL	. TO:	
SEND TAX NOTICES TO:		THIS LINE IS FOR RECORDER'S USE ONLY
	MORTGAGE	
	9/12/08 is made and executed between 2256 MIMOSA ROAD LEEDS, AL 35094	LEBLIE BRADBERRY & GREGORY GEORGE SILLS-MARRIED
	rantor") and PILOT BANK	, whose address is
P.O. BOX 16828 TAM		(referred to below as "Lender").
irrigation rights); and all other rig similar matters, (the "Real Pr See A, which is attac	way, and appurtenances; all water, water rights, watercourses and ditches, royalties, and profits relating to the real property, including without to operty") located in SHELBY thed to this Mortgage and made a part of this Mortgage	imitation all minerals, oil, gas, geothermal and County, State of Alabama: as if fully set forth herein.
THIS MORTGAGE, INCLUDING	address is commonly known as 2256 MIMOSA ROAD THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN TOMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF A E IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:	HE RENTS AND PERSONAL PROPERTY, IS
	CE. Except as otherwise provided in this Mortgage, Grantor shall pay to rictly perform all of Grantor's obligations under this Mortgage.	Lender all amounts secured by this Mortgage
POSSESSION AND MAINTENA following provisions:	NCE OF THE PROPERTY. Grantor agrees that Grantor's possession ar	nd use of the Property shall be governed by the
	til the occurrence of an Event of Default, Grantor may (1) remain in pot perty; and (3) collect the Rents from the Property.	ssession and control of the Property; (2) use.
Duty to Maintain. Granto necessary to preserve its va	or shall maintain the Property in good condition and promptly performable.	n all repairs, replacements, and maintenance
upon the sale or transfer, without transfer" means the conveyance voluntary or involuntary; whethe	LENDER. Lender may, at Lender's option, declare immediately due and Lender's prior written consent, of all or any part of the Real Property, or of Real Property or any right, title or interest in the Real Property; when by outright sale, deed, installment sale contract, land contract, contract, e-option contract, or by sale, assignment, or transfer of any beneficial in	any interest in the Real Property. A "sale or ether legal, beneficial or equitable, whether act for deed, leasehold interest with a term

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not

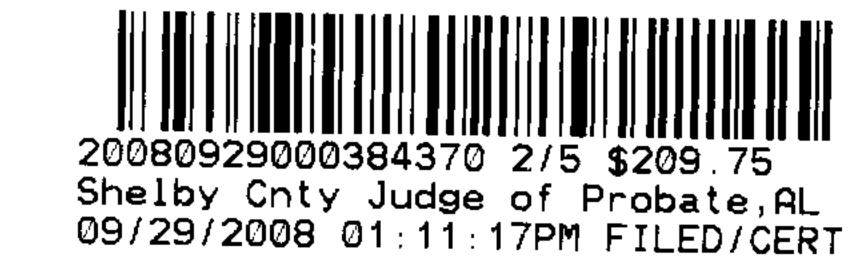
the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if

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684296.5 Alabama Short Form Mortgage

such exercise is prohibited by federal law or by Alabama law.



due and except as otherwise provided in this Mortgage.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

Death or insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Rights and Remedies on Default. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Subject to any notice of right to cure required by law, Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreciosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

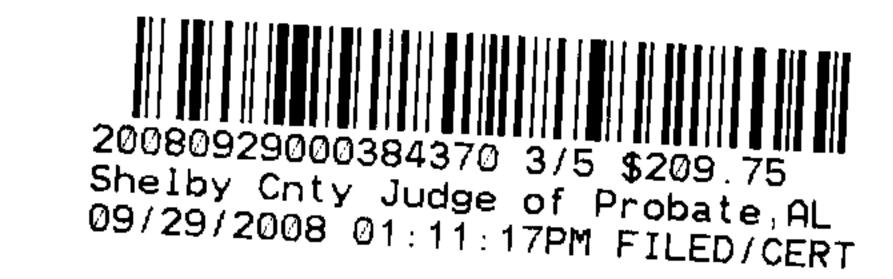
Nonjudicial Sale. Lender will be authorized to take possession of the Property and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the county or counties in which the Real Property to be sold is located, to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) in front of the front or main door of the courthouse of the county in which the Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is Real Property to be sold under this Mortgage in more than one county, publication shall be made in all counties where the Real Property to be sold is located. If no newspaper is published in any county in which any Real Property to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 s.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this Mortgage. Lender may bid at any sale had under the terms of this Mortgage and may purchase the Property if the highest bidder therefore. Grantor hereby waives any and all rights to have the Property marshalled. In exercising Lender's rights and remedies, Lender will be free to sell all or any part of the Property together or separately, in one sale or by separate sales.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender

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to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to decision in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Mortgage:

Governing Law. This Mortgage will be governed by the laws of the State of Alabama. This Mortgage has been accepted by Lender in the State of Alabama.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Mortgage.

Definitions. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means LESLIE BRADBERRY & GREGORY GEORGE SILLS-MARRIED and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means LESLIE BRADBERRY & GREGORY GEORGE SILLS-MARRIED

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expanses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means PILOT BANK

The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the Retail Installment Sales Contract dated 9/12/08, in the original principal amount of \$ 124408.41 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note or agreement. The maturity date of this Mortgage is 9/12/2033.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

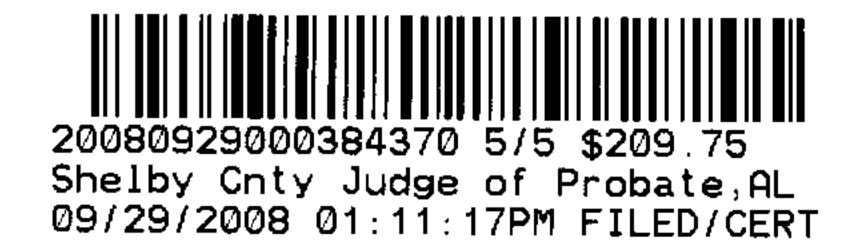
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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GRANTOR ACKNOWLEDGES HAVING READ	ALL THE PROVISIONS OF THI	8 MORTGAGE, AND GRANTOR AG	REES TO ITS TERMS.
THIS MORTGAGE IS GIVEN UNDER SEAL EFFECT OF A SEALED INSTRUMENT ACCOR		THIS MORTGAGE IS AND SHALL	CONSTITUTE AND HAVE THE
GRANTOR:			
x 260 Draben		X Luger De	age SC
Print LESLIE BRADBERRY & GREGORY GEORGE 61	LS-MARRIED		
	(Seal)		
This Mortgage prepared by:			
	Name: JAIME BURNET	rt	
	Address:4336 PABLO	OAKS COURT	
	City, State, ZIP: JACKSO	WILLE, FL 32224	
	INDIVIDUAL ACKNO	WLEDGMENT	-
STATE OF ALABAMA		)	
JIMIL OF		) <b>3</b> 3	
COUNTY OF STATE @ LARGE		)	
I, the undersigned authority, a Notary Public in	and for said county in said state	, hereby certify that LEBLIE BRADBERRY	& GREGORY GEORGE SILLS-MARRIED
whose name is signed to the foregoing instrume			being informed of the contents of
said Mortgage, he or she executed the same vo	luntarily on the day the same bes	rs date.	
		·	
Given under my hand and official seal this	12th day of	SEPTEMBER2	08 (
			m 1. () Mn T
		Notary	Public
My commission expires $\frac{\text{July 20, 2}}{\text{My commission expires}}$	010		



## EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA TO-WIT:

COMMENCE AT THE NW CORNER OF THE NW % OF THE NE % OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 1 EAST; THENCE RUN EASTERLY ALONG THE NORTH LINE THEREOF FOR 659.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST DESCRIBED COURSE FOR 659.13 FEET TO THE NE CORNER OF SAID %-% SECTION; THENCE 89 DEGREES 27 MINUTES 05 SECONDS RIGHT RUN SOUTHERLY ALONG THE EAST LINE THEREOF FOR 659.17 FEET; THENCE 90 DEGREES 31 MINUTES 58 SECONDS RIGHT RUN WESTERLY 660.95 FEET; THENCE 89 DEGREES 37 MINUTES 33 SECONDS RIGHT RUN NORTHERLY 659.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 30-FOOT EASEMENT FOR INGRESS AND EGRESS, THE EAST LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGIN AT THE SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 1 EAST; THENCE RUN NORTH ALONG THE EAST LINE THEREOF FOR 1228.27 FEET TO THE SOUTHERLY RIGHT OF WAY OF SHELBY COUNTY ROAD #101 AND THE POINT OF ENDING.

TAX ID# 01-08-34-0-000-002.000

BEING THE SAME PROPERTY CONVEYED TO GREGORY G. SILLS LESLIE B. SILLS, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP BY DEED FROM BILLIE JEAN FOLDS, A SINGLE WOMAN, RECORDED 07/13/2006 IN DEED DOCUMENT 20060713000338200, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. PROPERTY ADDRESS: APN#: 01-08-34-0-000-002.000