

20081020000410770 1/5 \$102.35  
Shelby Cnty Judge of Probate, AL  
10/20/2008 12:56:03PM FILED/CERT

==[Space Above This Line For Recording Data]==

## MORTGAGE

THIS MORTGAGE is given on October 17, 2008, by NEW HORIZON, LLC, an Alabama limited liability company ("Borrower"), to MARTIN, RAWSON, WOOSLEY, P.C., an Alabama professional corporation, whose address is #2 Metroplex Drive; Suite 102, Birmingham, Alabama 35209 ("Lender"). Borrower owes Lender the principal sum of FIFTY TWO THOUSAND EIGHT HUNDRED NINETY-NINE AND 55/100 (U.S. \$52,899.55), evidenced by Borrower's note dated the same date as this mortgage ("Note"). This mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all future advancements, renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced hereunder to protect the security of this mortgage; and (c) the performance of Borrower's covenants and agreements under this mortgage and the Note (all foregoing referred to as the "Secured Debt"). This mortgage secures amounts due to Lender for professional legal services rendered for litigation purposes. For these purposes, Borrower does hereby mortgage, grant, bargain, sell and convey to Lender and Lender's successors and assigns, with power of sale, property described in Exhibit A attached hereto and incorporated herein by this reference and located in Shelby County, Alabama.

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this mortgage. All of the foregoing is referred to in this mortgage as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands; and Borrower further covenants and agrees as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this mortgage. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments. Borrower shall promptly discharge any lien which has (or may have) priority over this mortgage.
3. Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with

---

This Instrument Prepared by:

Guy V. Martin, Jr., Esq.  
Martin, Rawson & Woosley, P.C.  
2 Metroplex Drive, Suite 102  
Birmingham, Alabama 35209

paragraph 5. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Borrower, or, in Lender's sole discretion, Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt, whether or not then due. Any application of proceeds to principal shall not extend or postpone the due date of monthly payments due under the Note or change the amounts of the payments. If under paragraph 12 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the Secured Debt immediately prior to the acquisition.

4. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this mortgage or Lender's security interest.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (including, without limitation, a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Any application of proceeds to principal shall not extend or postpone the due date of the monthly payments due under the Note or change the amount of such payments.

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the Secured Debt granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the Secured Debt by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements herein shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 11, and Borrower's covenants and agreements shall be joint and several.

10. Notices. Any notice to Borrower provided for in this mortgage shall be given by delivering it or by mailing it by first class mail or by posting it at the property. The notice shall be directed to the last known address of

Borrower as the same may be changed by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

11. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all of the Secured Debt. If Lender exercises this option, Lender shall give Borrower 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 Borrower must pay all of the Secured Debt. If Borrower fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this mortgage without further notice or demand on Borrower.

12. Remedies. In case of default, Lender may, at any time thereafter, at its option and without notice, exercise any or all of the following remedies:

(a) Bring a court action at law or in equity (1) to foreclose this mortgage (2) or to enforce its provisions or any of the indebtedness or obligations secured by this mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Lender's right to institute or maintain the other, provided that Lender shall have only one payment and satisfaction of the Secured Debt; (b) cause any or all of the Property to be sold under the power of sale granted hereby in any manner permitted by applicable law; (c) exercise any other right or remedy available under law or in equity or under the Loan Documents; (d) sell the Property at public outcry to the highest bidder for cash in front of the north door of the Court House of the county where said Property, or a substantial and material part thereof, is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the Property, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in the county (or all counties, if more than one) in which the Property is located (but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks), and upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the Property so purchased. Any such sale shall be held between the legal hours of sale on the day designated for the exercise of the power of sale hereunder. Lender may bid at said sale and purchase said Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect in its sole discretion. Any such sale shall operate as a foreclosure of this mortgage only as to the Property sold, and if the Secured Debt and all other sums secured hereby are not thereby satisfied in full, the other Property shall continue as security therefor and there may be a further foreclosure of this mortgage, either by sale under power of sale or by judicial foreclosure.

13. Proceeds. The proceeds of any sale under this Indenture will be applied in the following manner:

FIRST: Payment of the costs and expenses of the sale, including but not limited to, Lender's fees, reasonable legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of the Lender, together with interest at the after-maturity rate provided under the Note.

SECOND: Payment of all sums expended by the Lender under the terms of this mortgage and not yet repaid, together with interest on such sums at the after-maturity rate provided under the Note.

THIRD: Payment of the indebtedness and obligations of the Borrower secured by this mortgage in any order that the Lender chooses.

**FOURTH:** The remainder, if any, to the person or persons appearing of record to be the owner of the Property at the time of such sale.

14. **Lender's Option on Foreclosure.** At the option of the Lender, this Indenture may be foreclosed as provided by law or in equity, in which event Lender's reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. If Lender exercises its option to foreclose the mortgage in equity, Lender may, at its option, foreclose this mortgage subject to the rights of any tenants of the Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted by the Borrower to be a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Property.

15. **Release.** Upon payment and performance of all sums and obligations comprising the Secured Debt, Lender shall release this mortgage without charge to Borrower. Borrower shall pay any recordation costs.

16. **Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

17. **Junior Mortgage.** This mortgage is junior and subordinate to the Mortgage to First Commercial Bank of record.

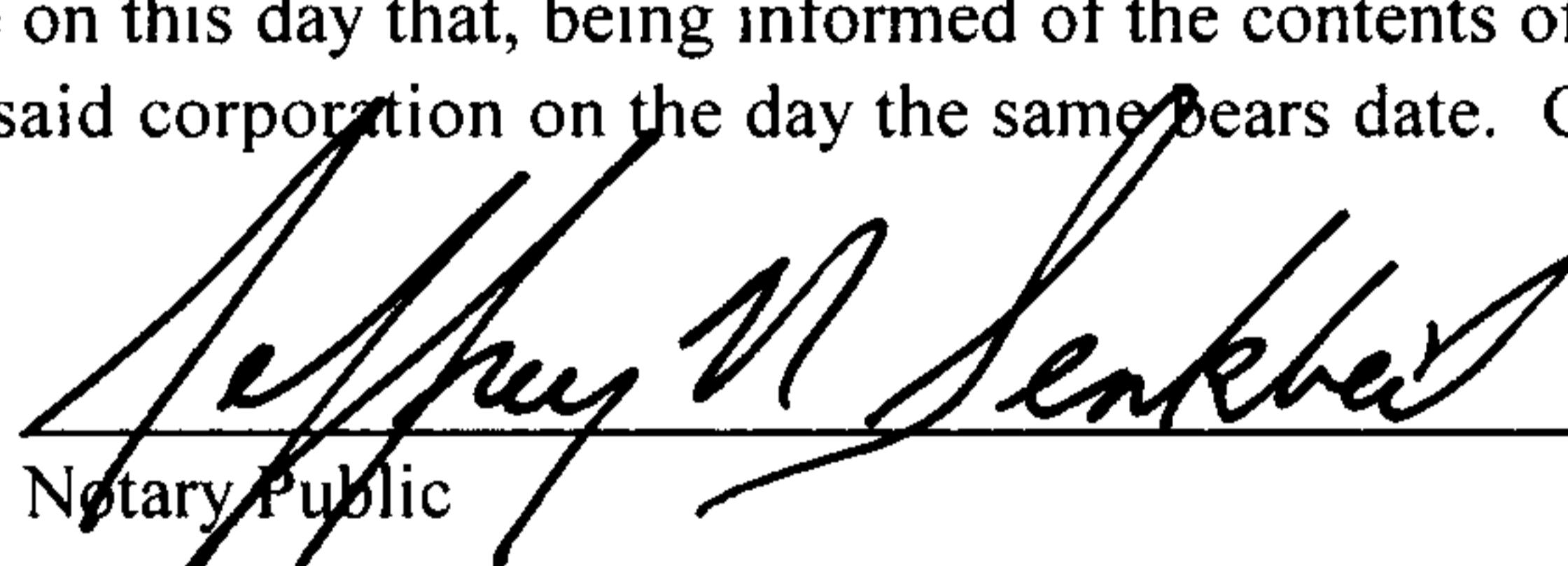
**BORROWER:**

NEW HORIZON, LLC, an Alabama limited liability company

By:  [SEAL]  
Clinton Harris, Jr., Managing Member

STATE OF ALABAMA )  
:   
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clinton Harris, Jr., as Managing Member of New Horizon, LLC, an Alabama limited liability company, 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 as said officer of said corporation on the day the same bears date. Given under my hand and official seal this 17 day of October, 2008.

  
Notary Public

My Commission Expires: 5-1-09



20081020000410770 5/5 \$102.35  
Shelby Cnty Judge of Probate, AL  
10/20/2008 12:56:03PM FILED/CERT

**EXHIBIT A**

**Lot 3B4 of Greystone Plaza, a Commercial Development, being a resurvey of Lot 3B as shown on the resurvey of Lot 3, Brook Highland Commercial No. 3, recorded in Map Book 26, page 41, as recorded in Map Book 36, page 106, in the Probate Office of Shelby County, Alabama.**