

**This instrument was prepared by and
upon recording should be returned to:**

Michael M. Partain, General Attorney
United States Steel Corporation
Law Department - Fairfield Office
P. O. Box 599 – Suite 192
Fairfield, Alabama 35064

STATE OF ALABAMA)
COUNTY OF SHELBY)

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas **SIGNATURE TRACE, LLC.**, an Alabama limited liability company (hereinafter "Mortgagor"), is justly indebted to **UNITED STATES STEEL CORPORATION**, a Delaware corporation (hereinafter called "Mortgagee"), in the amount of One Hundred Fifty Four Thousand Five Hundred and 00/100 Dollars (\$154,500.00), evidenced by a Promissory Note, executed by the Mortgagor in said amount, with interest, payable to the order of Mortgagee, the terms and conditions of which are herein incorporated by this reference; and

WHEREAS, Mortgagor agreed, in incurring said indebtedness, that this Mortgage (the "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, does hereby grant, bargain, sell, and convey unto said Mortgagee the certain real estate, more particularly described on **EXHIBIT "A"** attached hereto and made a part hereof (the "Property").


TO HAVE AND TO HOLD the above granted real estate unto said Mortgagee, its successors and assigns forever; and for the purpose of further securing the payment of said indebtedness, said Mortgagor agrees to pay all taxes or assessments when imposed legally upon the Property, and should default be made in the payment of same, said Mortgagee may, at its option, pay off the same; and to further secure said indebtedness, said Mortgagor agrees to keep the improvements on the Property insured against loss or damage by fire, lightning, and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to said Mortgagee, with loss, if any, payable to said Mortgagee, as its interest may appear, and to promptly deliver said policies, or any renewal of said policies, to said Mortgagee; and if said Mortgagor should fail to keep the Property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then said Mortgagee, or its assigns, may at its option, insure the Property for said sum, for said Mortgagee's own benefit, the policy, if collected, to be credited on said indebtedness, less the cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments, or insurance, shall become a debt to said Mortgagee or its assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or its assigns, and be at once due and payable. Upon condition, however, that if said Mortgagor pays said indebtedness, and reimburses said Mortgagee or its assigns for any amounts said Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by said Mortgagee or its 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 its assigns in the 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 said Mortgagee, its agents or assigns, shall be authorized to take possession of the Property hereby conveyed, and with or without first taking possession, after giving twenty-one (21) days' notice, by publishing once a week for

three (3) 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 said Mortgagee, its agents or assigns deem best, in front of the Court House door of said County (or the division thereof), where the 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, 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 said Mortgagor, and said Mortgagor further agrees that said Mortgagee, or its agents or assigns, may bid at said sale and purchase the Property, if the highest bidder therefore; and said Mortgagor further agrees to pay a reasonable attorney's fee to said Mortgagee or its 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.

Upon said Mortgagor's default and in lieu of foreclosure of this Mortgage, said Mortgagee may elect to pursue all other legal remedies for payment of all sums due under the Promissory Note.

Mortgagee agrees that this mortgage shall be subordinated only to the lien of that certain construction loan mortgage executed in favor of Wachovia Bank of even date herewith in an amount not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00), provided that the proceeds of said loan are expended on the construction of a residential dwelling on the Property.

(Remainder of page intentionally left blank. See following page for signatures.)


20090617000231380 2/4 \$251.75
Shelby Cnty Judge of Probate, AL
06/17/2009 10:10:32 AM FILED/CERT



20090617000231380 3/4 \$251.75
Shelby Cnty Judge of Probate, AL
06/17/2009 10:10:32 AM FILED/CERT

IN WITNESS WHEREOF the Mortgagor has executed these presents on this the 5th day of June 2009.

MORTGAGOR:

SIGNATURE TRACE, LLC

NSH Corp. Its Sole Member

By: [Signature]

Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, John L. Hartman, a Notary Public in and for said County, in said State, hereby certify that Jonathan Belcher, whose name as President of SIGNATURE TRACE, LLC, an Alabama limited liability company, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5th day of June 2009.

[SEAL]

[Signature]
Notary Public

My Commission Expires: 8/4/09



20090617000231380 4/4 \$251.75
Shelby Cnty Judge of Probate, AL
06/17/2009 10:10:32 AM FILED/CERT

EXHIBIT A

Legal Description of the Property

Lots 266, 268, and 269, according to the Final Record Plat of Creekside, Phase 2, Part B, as recorded in Map Book 44, Page 26, in the Probate Office of Jefferson County, Alabama (Bessemer Division), and as recorded in Map Book 39, Page 58-A and Page 58-B, in the Probate Office of Shelby County, Alabama.