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Shelby Cnty Judge of Probate, AL
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This instrument prepared by:

CLIFFORD A. BARSHAY
SCHREEDER, WHEELER & FLINT, LLP
1100 PEACHTREE STREET
SUITE 800
ATLANTA, GEORGIA 30309-4516

MORTGAGE

THIS MORTGAGE, made this ____ day of July, 2009, by and between **ELAINE W. BEIERSDOERFER**, a married woman, whose address is, 584 Meadow Lake Farms, Calera, Shelby County, Alabama 35040 (herein referred to as "Mortgagor"), and **SCHREEDER, WHEELER & FLINT, LLP**, a Georgia limited liability partnership, 1100 Peachtree Street, NE, Suite 800, Atlanta, GA 30309-4516 (herein referred to as "Mortgagee").

WITNESSETH THAT:

WHEREAS, Mortgagor is obligated to Mortgagee as guarantor pursuant to an Engagement Letter and Agreement dated this date and in evidence thereof has executed and delivered to Mortgagee a guarantee of an Engagement Letter and Agreement dated this date (hereinafter referred to as the "Guaranty"); and

WHEREAS, to induce Mortgagee to provide certain services to Mortgagor's spouse, the Mortgagor has agreed to secure the Guaranty and of certain other indebtedness;

NOW, THEREFORE, said Mortgagor, for and in consideration of the Property hereinbefore mentioned, Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, has and does by these Property grant, bargain, sell, mortgage, pledge, assign and transfer unto Mortgagee, its successors, and assigns forever, all of the following real property, buildings, improvements, fixtures and personal property (hereinafter sometimes collectively referred to as the "Property"), to-wit:

(a) A tract of land comprising approximately 40 acres located in the northwest quarter of Section 11 and the Southwest quarter of Section 2 in Township 22 South, Range 2 West, Shelby County, Alabama, said land being particularly described in Exhibit "A" attached hereto and made a part hereof; and

(b) all buildings, structures and improvements now or hereafter located upon said property; and

(c) all machinery, apparatus, equipment, fittings, and fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature, now or hereafter located in, upon or under said property, used or usable in connection with any present or future operation of said property, and now owned or hereafter acquired by Mortgagor

TOGETHER WITH the proceeds of all insurance policies insuring or relating to the Property and the proceeds thereof, and all condemnation proceeds and causes of action related to the Property.

TOGETHER WITH all and singular the rights, members, tenements, hereditaments, easements and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Property hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, including, but not limited to, all rents, profits, issues and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created.

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Mortgagee, its successors and assigns forever; and Mortgagor covenants and warrants that Mortgagor is seized and possessed of the Property in fee simple, has good title and right to convey and encumber the same, that the same are unencumbered except as herein stated, and Mortgagor does hereby fully warrant the title to the Property and will defend all and singular the Property herein conveyed from and against the claims of all persons whomsoever.

This instrument is intended to constitute a mortgage of real estate; and, as to that portion of the Property which is not real estate, a "security agreement" under the Uniform Commercial Code. This instrument is given to secure: (a) **the performance and payment by Mortgagee under the Guaranty referred to hereinabove and interest and charges thereunder up to a maximum of \$100,000.00**, and any renewal, increase, alteration, modification or extension of said Guaranty; (b) any other indebtedness or obligation of Mortgagor to Mortgagee arising under the terms of the Guaranty or this Mortgage; and (c) any other future debts or obligations of Mortgagor to Mortgagee.

Mortgagor further warrants, covenants and agrees to and with Mortgagee as follows:

ARTICLE I

1.01 PAYMENT OF INDEBTEDNESS. Mortgagor will pay and perform the Guaranty according to the terms thereof and all other sums secured hereby promptly as the same shall become due.

1.02 TAXES, LIENS AND OTHER CHARGES. Mortgagor will pay or otherwise discharge, before the same become delinquent, all taxes, liens, assessments and charges levied or assessed or that may hereafter be levied or assessed upon or against the Property. Mortgagor will not suffer any claim of mechanics', materialmen's laborers', statutory or other lien to be filed and remain outstanding upon any part of the Property for a period exceeding thirty (30) days.

1.03 INSURANCE. Mortgagor will keep the buildings, fixtures and property conveyed hereby, whether now standing on the Property or hereafter erected, continuously insured in such amounts as Mortgagee may require (not to exceed one hundred percent (100%) of insurable value) against all risk of loss or damage by fire and against all other hazards and casualties, including, but not limited to, windstorm, hail, explosion, smoke, riot, riot attending a strike, civil commotion, aircraft and vehicles and malicious mischief.

1.04 CARE OF PROPERTY.

(a) Mortgagor will keep the improvements now or hereafter erected on the Property in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Property or any part thereof.

(b) Mortgagor will not remove, demolish or materially alter the design or structural character of any building, fixture, chattel or other part of Property without the written consent of Mortgagee.

(c) Mortgagee or its representatives shall have access to and is hereby authorized to enter upon and inspect the Property at all times.

1.05 FURTHER ASSURANCES. At any time and from time to time upon request by Mortgagee, Mortgagor will make, execute and deliver or cause to be made, executed and delivered to Mortgagee, any and all further instruments, certificates and other documents, including, without limitation, UCC financing statements as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve the obligation of Mortgagor under the Guaranty and the lien and title of this Mortgage.

1.06 PERFORMANCE BY MORTGAGEE OF DEFAULTS BY MORTGAGOR. If Mortgagor shall default (or if it appears to Mortgagee that Mortgagor may default) in the payment of any tax, lien, assessment or charge levied or assessed against the Property, in the payment of any utility charge, whether public or private, in the payment of insurance premiums, in the procurement of insurance coverage and the delivery of the insurance policies required hereunder, in any obligation of

desirable in order to effectuate, complete, or perfect or to continue and preserve the obligation of Mortgagor under the Guaranty and the lien and title of this Mortgage.

1.06 PERFORMANCE BY MORTGAGEE OF DEFAULTS BY MORTGAGOR. If Mortgagor shall default (or if it appears to Mortgagee that Mortgagor may default) in the payment of any tax, lien, assessment or charge levied or assessed against the Property, in the payment of any utility charge, whether public or private, in the payment of insurance premiums, in the procurement of insurance coverage and the delivery of the insurance policies required hereunder, in any obligation of Mortgagor, as landlord, under any tenant lease of all or part of the Property, or in the performance or observance of any other covenant, condition or term of this Mortgage, then Mortgagee, at its option, may perform or observe the same, and all payments made for or costs incurred by Mortgagee in connection therewith shall be secured by this Mortgage and shall be immediately repaid by Mortgagor to Mortgagee upon notice and demand with interest thereon. Mortgagee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium, of the necessity for any such action and of the amount necessary to be paid or incurred in satisfaction thereof. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term without thereby becoming liable to Mortgagor or any person in possession or holding under Mortgagor.

1.07 CONDEMNATION. If all or any part of the Property shall be damaged or taken through condemnation (which term shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, Mortgagee shall be entitled to all compensation, awards and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned to Mortgagee who, after deducting therefrom all its expenses, including reasonable attorneys' fees may, without affecting the lien and title of this Mortgage, apply the same to the repair, restoration or replacement of the Property of any damage resulting from said condemnation or to the payment or reduction of indebtedness secured hereby. Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Mortgagee may require. The payment to Mortgagee of any condemnation proceeds shall not excuse or delay the payment of any installment of the indebtedness secured hereby.

1.08 SECURITY AGREEMENT. As to that portion of the Property (if any) which constitutes personal property, as opposed to real property or fixtures, this Mortgage and Security Agreement shall constitute a security agreement, and Mortgagee, as a secured party, shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, in addition to the rights and remedies provided herein or in any other instrument evidencing or securing the Guaranty or by applicable law. Nevertheless, to the full extent permitted by law, all parts of the Property shall be deemed to be real property or fixtures and a part of the freehold, and not personal property.

1.09 OBLIGATIONS VALID. Mortgagor covenants and warrants that the Guaranty, this Mortgage and the other instruments securing the Guaranty or relating to the loan evidenced by the Guaranty are valid, binding and enforceable in accordance with their terms, and that the execution and delivery of said instruments and the performance by Mortgagor of Mortgagor's obligations thereunder do not contravene any law or regulation or any other mortgage or any agreement, indenture, judgment, order or decree affecting Mortgagor or the Property or to which Mortgagor may be bound.

ARTICLE II

2.01 EVENT OF DEFAULT. The term "default" or "event of default", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Should the indebtedness or obligation secured hereby or any part thereof or interest or charge thereon not be paid within five (5) days after notice of default from Mortgagee

(b) Should any other covenant, condition, or agreement of Mortgagor under this Mortgage not be observed and complied with, and such failure is not cured within fifteen (15) days after Mortgagee or its representative gives notice of such default to Mortgagor.

The foregoing defined events of default shall occur without notice to or demand on Mortgagor or any other person, and without grace period or opportunity to cure, except as is set forth in this Section 2.01.

2.02 ACCELERATION OF MATURITY. If an event of default shall have occurred, then the whole unpaid principal sum of the indebtedness secured hereby, with interest accrued thereon shall, at the option of Mortgagee, become immediately due and payable without notice or demand, time being of the essence of this Mortgage; and any omission on the part of Mortgagee to exercise such option when entitled so to do shall not be considered as a waiver of such right.

2.03 MORTGAGEE'S POWER OF ENFORCEMENT. If an event of default shall have occurred, Mortgagee may, either with or without entry of taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (a) to enforce payment of the Guaranty of the performance of any term hereof or any other right; (b) to foreclose this Mortgage under power of sale or court action and to sell, as an entirety or in separate lots or parcels, the Property; and (c) to pursue any other remedy available to Mortgagee. Mortgagee may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Mortgagee may determine, separately or concurrently, and no such action shall impair the lien and title of this Mortgage.

2.04 RIGHT OF MORTGAGEE TO ENTER AND TAKE POSSESSION.

(a) If an event of default shall have occurred and be continuing, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Property, and if and to the extent permitted by law, Mortgagee may enter and take possession of the Property and may exclude Mortgagor and Mortgagor's agents and employees wholly therefrom.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession, or requiring Mortgagor to deliver immediate possession of all or part of the Property to Mortgagee.

(c) Mortgagor shall pay to Mortgagee, upon demand, all reasonable costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(d) Upon every such entering and taking of possession, Mortgagee may hold, store, use, operate, manage, control and maintain the Property and conduct the business thereof, and from time to time: (i) make all necessary and proper repairs, renewals, replacements, additions and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personal property and other property; (ii) insure or keep the Property insured; (iii) manage and operate the Property and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Mortgagee, all as Mortgagee may from time to time determine to be to its best advantage; and Mortgagee may collect and receive all of the income, rents, profits, issues and revenues of the Property, including past due as well as those accruing thereafter, and after deducting (aa) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, improvements and acquisitions, (cc) the cost of insurance, (dd) such taxes, assessments and other charges as Mortgagee may determine to pay, (ee) other charges upon the Property or any part thereof as Mortgagee shall determine to pay, and (ff) the reasonable compensation and expenses of attorneys and agents of Mortgagee, the remainder of the money so received by Mortgagee shall apply first to the payment of accrued interest and then to the payment of principal on the Guaranty or other indebtedness secured hereby.

(e) For the purpose of carrying out the provisions of this Section 2.04, Mortgagor hereby constitutes and appoints Mortgagee the true and lawful attorney-in-fact of Mortgagor, to do and perform from time to time any and all actions necessary and incidental to such purpose, and does, by these presents, ratify and confirm any and all actions of said attorney-in-fact.

(f) Whenever all such events of default have been cured and satisfied, Mortgagee shall surrender possession of the Property to Mortgagor, provided that the right of Mortgagee to take possession from time to time, pursuant to Section 2.04, shall exist if any subsequent event of default shall occur and be continuing.

2.05 LEASES. Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Property. No foreclosure of this Mortgage shall terminate any lease of the Property even if subordinate to this Mortgage unless Mortgagee or purchaser at foreclosure sale shall, at its option and in its sole discretion, elect to terminate said lease and notifies the tenant that its rights are terminated.

2.06 WAIVER OF APPRAISEMENT, VALUATION, STAY, EXTENSION AND REDEMPTION LAWS. Mortgagor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Property conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor does hereby waive, to the full extent permitted by law, the benefit of all such laws or right of redemption, appraisal, valuation or stay, and any and all right to have the assets comprising the Property marshalled upon any foreclosure of this Mortgage, and agrees that Mortgagee or any court having jurisdiction to foreclose this Mortgage may sell the Property in part or as an entirety.

2.07 RECEIVER. If an event of default shall have occurred, Mortgagee, without regard to the value or occupancy of the security or the solvency of any party or guarantor obligated to repay the Guaranty, shall be entitled as a matter of right to the appointment of a receiver to enter upon and take possession of the Property and related assets, to protect, operate and preserve same, to continue any development or sale of the Property or parts thereof, and to collect all rents, revenues, issues, income, products and profits of the Property, and apply the same to payment of the debt secured by this Mortgage or as the court may direct. The receiver shall have all rights and powers permitted by law and as are conferred by the court making such appointment. Mortgagor will pay to Mortgagee on demand the expenses, including (but not limited to) receiver's fees, attorneys' fees, management, maintenance and development or operation costs and expenses, incurred pursuant to the receivership, and they shall be secured by this Mortgage. Mortgagee may if it so desires loan money to the receiver, and all such sums shall be secured by this Mortgage. The right to a receivership, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Mortgagee.

2.08 SUITS TO PROTECT THE PROPERTY. Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable, either in its own name, in Mortgagor's name or both: (a) to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Mortgage; (b) to preserve or protect its interest in the Property; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

2.09 POWER OF SALE.

(a) Should Mortgagor fail to pay or cause the indebtedness secured hereby to be paid when the same shall become due, whether by acceleration or otherwise, Mortgagee (or its agents or any auctioneer appointed by Mortgagee) may, at its option, sell the Property, or any part thereof, at a public sale or sales before the door of the courthouse of the county in which the Property is situated to the highest bidder for cash in order to pay the indebtedness secured hereby, accrued interest, insurance premiums, liens, assessments, taxes and charges, with accrued interest thereon, together with all expenses of such sale and all proceedings in connection therewith, including reasonable attorneys' fees. Mortgagee shall give advance notice of the time, place and terms of any such sale by publishing a notice thereof once a week for three (3) consecutive weeks prior to the date of such sale in some newspaper published or circulated in the county in which the Property are located.

(b) At and after such sale, Mortgagee is authorized and empowered to execute and deliver to the purchaser at such sale a deed of conveyance of the Property or any part thereof so purchased in fee simple, with full warranties of title, and to

this end Mortgagor hereby constitutes and appoints Mortgagee the agent and attorney-in-fact of Mortgagor, to make such sale and conveyance and thereby to divest Mortgagor of all right, title and interest or equity of redemption in the Property and to vest the same in the purchaser or purchasers at such sale or sales, with full power of substitution in the Property, and all of the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed, and any recitals in said conveyance or conveyances of the facts relating to the sale under this power shall be binding upon Mortgagor. This power of sale and agency is coupled with an interest, is irrevocable by death or otherwise, is granted as cumulative of the other remedies provided by law for the collection of the indebtedness or the foreclosure of the Property, and shall not be exhausted by any one exercise thereof, but may be exercised any number of times until the full payment of all the indebtedness secured hereby.

(c) Upon any such sale pursuant to the aforementioned power of sale and agency, the proceeds of such sale shall be first applied to the expenses of sale and all proceedings in connection therewith, including reasonable attorneys' fees of Mortgagee, then to the payment of interest due on the indebtedness secured hereby, then to principal of the indebtedness secured hereby, and the remainder, if any, shall be paid to Mortgagor or such other party as may be entitled thereto at the time Mortgagor shall vacate the Property.

2.10 PURCHASE BY MORTGAGEE. Upon any foreclosure sale, Mortgagee may bid for and purchase the Property and, upon compliance with the terms of sale, may acquire, hold, retain and possess and dispose of the Property in its own absolute right, in fee simple and without further accountability. In such event, Mortgagee may, in lieu of paying cash for its bid, make settlement for the purchase price by crediting the indebtedness secured hereby, in whole or in part, against the purchase sales price and the expenses of sale.

2.11 MORTGAGOR AS TENANT HOLDING OVER. In the event of any foreclosure sale of the Property, Mortgagor shall thereupon be deemed a tenant holding over, and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.12 DISCONTINUANCE OF PROCEEDINGS AND RESTORATION OF THE PARTIES. In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by suit, receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Mortgagee, then and in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding has been taken.

2.13 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage, or the Guaranty, or any other instrument now or hereafter securing the Guaranty, is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. No act of Mortgagee shall be construed as a waiver or as an election to proceed under any provision herein or the other documents evidencing the loan or securing same to the exclusion of any other provisions, and Mortgagee shall have the right to exercise any and all rights and remedies severally or concurrently as Mortgagee shall see fit. No release or subordination by Mortgagee of its intent in any part of the Property or any other property, collateral or obligation securing the Guaranty or any other indebtedness secured by this Mortgage shall release or impair the lien and title of this Mortgage as to the any property or collateral not released in writing.

2.14 WAIVER. MORTGAGOR ACKNOWLEDGES THE RIGHTS GIVEN HEREIN TO MORTGAGEE TO ACCELERATE THE DEBT SECURED HEREBY AND TO SELL THE PROPERTY AT PUBLIC AUCTION PURSUANT TO THE POWER OF ATTORNEY GRANTED HEREIN. MORTGAGOR HEREBY EXPRESSLY WAIVES ANY RIGHTS TO NOTICE AND HEARING PRIOR TO SUCH SALE UNDER POWER, OTHER THAN THE ADVERTISEMENT ONCE A WEEK FOR THREE (3) WEEKS AS PROVIDED HEREIN. MORTGAGOR WAIVES ALL RIGHT OR EQUITY OF REDEMPTION IN THE PROPERTY AFTER A FORECLOSURE SALE TO THE FULL EXTENT ALLOWED BY ALABAMA LAW.

ARTICLE III

3.01 SUCCESSORS AND ASSIGNS INCLUDED IN PARTIES. The words "Mortgagor" and "Mortgagee" shall include

the respective heirs, executors, administrators, legal representatives, successors, successors-in-title and assigns..

3.02 HEADINGS. The headings of the sections, paragraphs and subdivisions of this Mortgage are for convenience of reference and shall not limit or otherwise affect any of the terms hereof.

3.03 INVALID PROVISIONS TO AFFECT NO OTHERS. If fulfillment of any provisions hereof or any transaction related hereto or to the Guaranty, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, the obligation to be fulfilled shall automatically be reduced to the limit of such validity; and if any clause or provisions herein contained operates or would respectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

3.04 DEPARTURE FROM TERMS. Any indulgence or departure at any time by the Mortgagee from any of the provisions hereof or of any obligation hereby secured, or failure to exercise rights and remedies, shall not modify the same or relate to the future, or waive future compliance therewith.

3.05 INTEREST. Any sums which may be due to Mortgagee hereunder shall bear interest at the rate specified in the Guaranty before default and, at Mortgagee's option, at any default rate specified in the Guaranty after default.

3.06 NOTICES. Any notice or demand which Mortgagee may give or desire to give to Mortgagor shall be sufficiently given if a written notice or demand, signed by Mortgagee or its attorney or representative, is either delivered to the address of Mortgagor as stated herein or sent by certified or registered mail addressed to Mortgagor at such address. Any notice or demand which is delivered to Mortgagor's address shall be deemed given and received on the date of delivery to Mortgagor's address and any notice which is mailed shall be deemed given and received two days after mailing. Mortgagor may change Mortgagor's address for notices by giving Mortgagee notice of address change as provided above.

3.07 WAIVER OF HOMESTEAD. To the extent permitted by law, Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and laws of the United States and any state thereof as against the collection of the indebtedness secured hereby and any part thereof. Mortgagor covenants and warrant that the Property is not his homestead.

3.08 TIME OF ESSENCE. Time is of the essence with respect to the provisions of this Mortgagor.

IN WITNESS WHEREOF, Mortgagor has signed and sealed this instrument as of the day and year first above written.

Witness

Elaine W. Beiersdoerfer (SEAL)
Elaine W. Beiersdoerfer

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Shelby Cnty Judge of Probate, AL
07/14/2009 02:16:56 PM FILED/CERT

State of Alabama

Jefferson County

I, M. Wayne Wheeler, a Notary Public in and for said county and state hereby certify that Elaine W. Beiersdoerfer, whose name is signed to the foregoing conveyance, and who is know to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

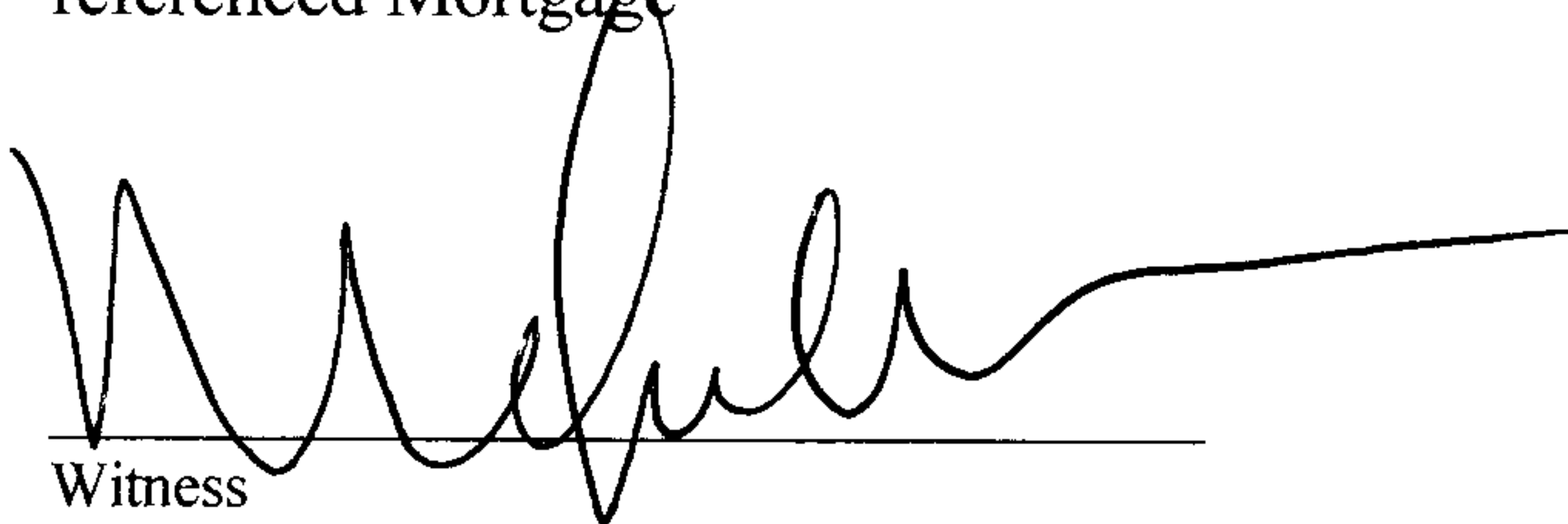
Given under my hand this 14 day of July, A.D. 2009.

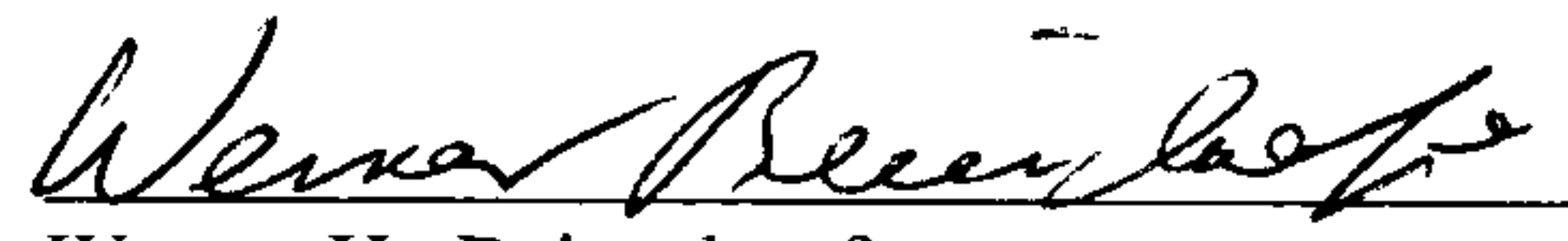
[Signature]
Notary Public, State of Alabama

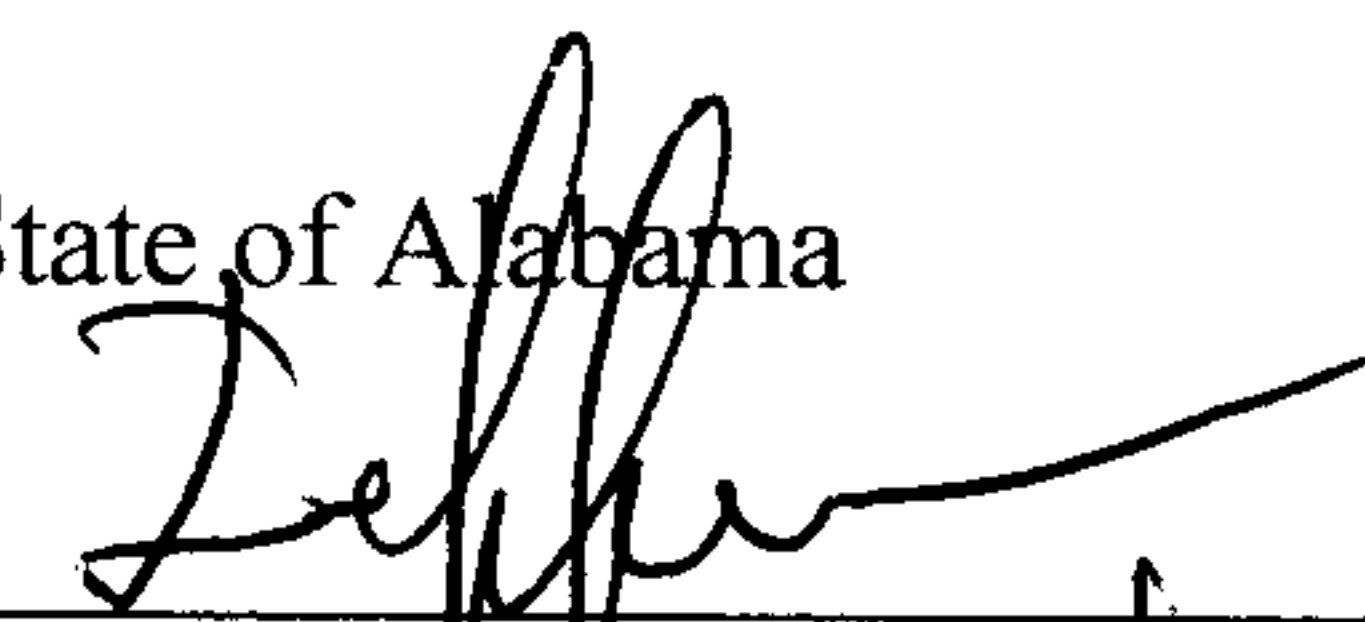
[Notary Seal]

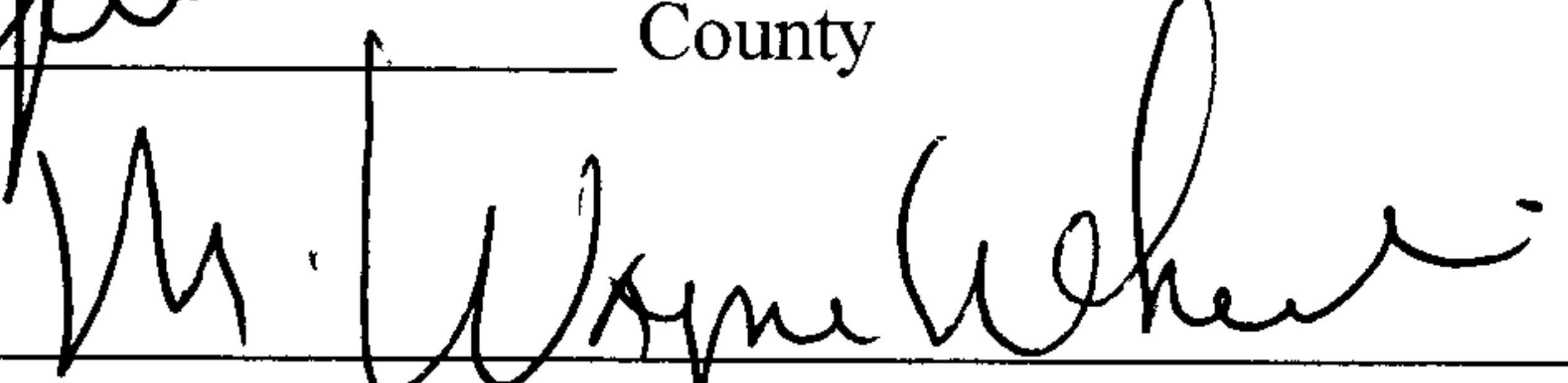
Voluntary Assent of Spouse

The undersigned spouse of the above referenced Mortgagor, hereby assents to the above referenced Mortgage


Witness

 (SEAL)
Werner H. Beiersdoerfer

State of Alabama

County

I, , a Notary Public in and for said county and state hereby certify that Werner, H. Beiersdoerfer, whose name is signed to the foregoing conveyance, and who is know 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 this 14 day of July, A.D. 2009.


Notary Public, State of Alabama

[Notary Seal]

Exhibit "A"


20090714000270550 10/10 \$188.00
Shelby Cnty Judge of Probate, AL
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Legal Description

All that tract of land lying and being in the Northwest Quarter of Section 11 and the Southwest Quarter of Section 2, Township 22 South Range 2 West, Shelby County, Alabama and being Tract 3-A as shown on a resurvey of Tract 3, Meadow Lake Farm, dated March 31, 2009 by Arrington Engineering and recorded in Map Book 41, Page 14, in the Office of the Judge of Probate of Shelby County, Alabama. Said recorded map being incorporated herein by reference. Subject to covenants, restrictions and easements of record in the Office of the Probate Judge, Shelby County, Alabama.

Reserving to Grantor a non-exclusive, perpetual easement for ingress and egress between Meadow Lake Road and the remaining property of grantor described as Tract 3-B on the aforesaid plat recorded at Map Book 41, page 14, aforesaid records, for ingress and egress between Meadow Lake Road and said Tract 3-B and for utility service to said Tract 3-B. Said easement is 40 feet wide and is located 20 feet on either side of the center line of the existing road which runs along or near the westerly and northwesterly boundary of Tract 3-A