

THIS INSTRUMENT PREPARED BY:

Curtis White Companies

8132 PARKWAY DR

LEEDS, AL 35094

MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, Curtis White Companies Inc. (hereinafter called "Mortgagors" whether one or more) are justly indebted to Curtis White after here in after called "Mortgagee" whether one or more), in the principal sum of One Hundred Ninty Thousand **And 00/100 Dollars (\$190,000)** . together with interest at the rate of Six percent (6%) per annum, evidenced by one promissory note of even date, payable in Three Hundred Sixty (360) days from start of construction, if not sooner paid.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, **Curtis White Companies Inc..** do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:



20091026000402170 2/4 \$305.00
Shelby Cnty Judge of Probate, AL
10/26/2009 03:49:35 PM FILED/CERT

Commence at the SW Corner of the SE 1/4 of the NW 1/4 of Section 35, Township 17 South, Range 1 East thence run S84°21'05" along the south line thereof for a distance of 731.40'; thence run N00°55'55"E for a distance of 66.62' to a fence line and the Point of Beginning; thence N15°51'14"W for a distance of 166.61'; thence N12°42'44"E for a distance of 104.46'; thence N28°45'24"W for a distance of 455.64'; thence N81°56'40"E for a distance of 516.58'; thence S04°23'44"E for a distance of 715.61' to the westerly right of way line of the Columbiana and Ashville public Road; said point being on a fence line; thence S85°05'56"W for a distance of 276.64' to the Point of Beginning.
Containing 5.00 ACRES, more or less.

Commence at the SW Corner of the SE 1/4 of the NW 1/4 of Section 35, Township 17 South, Range 1 East thence run S84°21'05" along the south line thereof for a distance of 731.40'; thence run N00°55'55"E for a distance of 66.62' to a fence line; thence N15°51'14"W for a distance of 128.67'; to the point of beginning of a 20.0' wide easement for egress and ingress and utilities lying 10.0' on each side of the following described line; thence S73°55'12"E for a distance of 81.84'; thence S64°46'44"E for a distance of 226.48' to the westerly right of way of public road and the end of said easement.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements of said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, 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 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, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sums 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 be subject to foreclosure as now provided by the 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 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, (or the division thereof) 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, 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 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 agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or 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.

IN WITNESS WHEREOF, the undersigned, Joseph C. White, President OF Curtis White Companies have hereunto set their signature(s) and seal(s) this 1th day of March, 2009.

Curtis White Companies Inc.

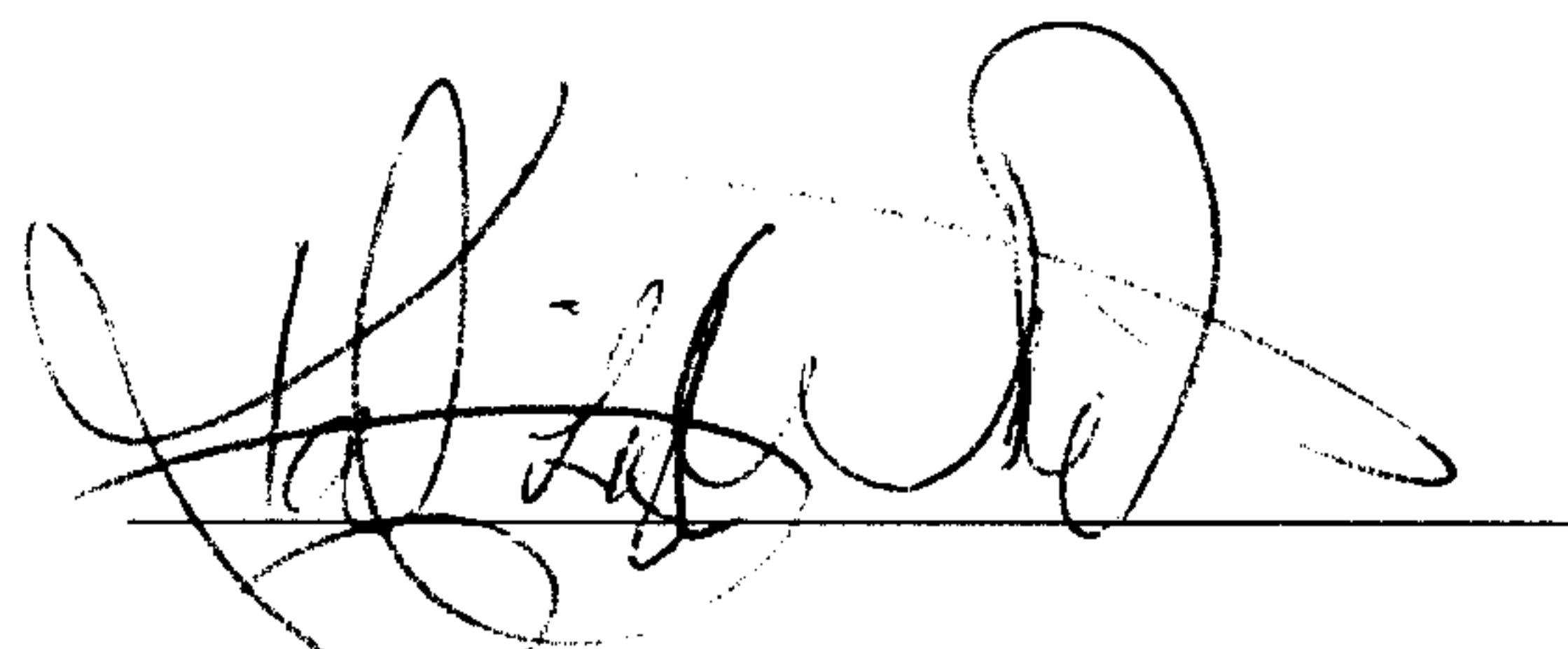

BY: Joseph C. White, President

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joseph C. White whose name as President of Curtis White Companies And 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, have executed the same voluntarily and with full authority such officer on the day the same bears date.

Given under my hand and official seal this 1th day of March 2009.


Notary Public

My Commission Expires:

4/4/12