

This Instrument Prepared by:
Gwen L. Windle, Esq.
Haskell Slaughter Young & Rediker, LLC
2001 Park Place North
1400 Park Place Tower
Birmingham, AL 35203

MORTGAGE

STATE OF ALABAMA)
 :
SHELBY COUNTY)


20091215000458680 1/6 \$93.50
Shelby Cnty Judge of Probate, AL
12/15/2009 09:33:55 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE is made and entered into as of this the 11th day of December, 2009, by Robert E. Lee Garner and Suzanne M. Garner (hereinafter referred to collectively as the "Mortgagor", and James Wilks McGullion and Kelly Rhea McGullion (hereinafter referred to collectively as the "Mortgagee") to secure the payment of Forty-five Thousand and No/100 Dollars (\$45,000.00) evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note (the "Note"). Robert E. Lee Garner and Suzanne M. Garner, are husband and wife

NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee that certain real estate situated in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto and made a part hereof by reference and incorporation, together with all and singular the rights, privileges, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining (hereinafter collectively sometimes referred to as the "mortgaged premises," the "real estate," and/or the "premises");

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

This Mortgage and lien shall secure not only the principal amount hereof, but all future and subsequent advances to or on behalf of the Mortgagor, or any other indebtedness due from Mortgagor to Mortgagee, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the total extent even in excess thereof of the principal amount hereof.

The above-described property is warranted free from all encumbrances and against adverse claims, except as stated herein or set forth on Exhibit "B" hereto.

Handwritten signatures:
JEX
JMY



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The Mortgagor shall indemnify, protect, defend, and hold the Mortgagee harmless from and against any and all claims, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties or costs (including attorney's fees), of whatsoever character, nature and kind, whether groundless or not, whether to property or to person, and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively, "Losses and Liabilities"), related directly or indirectly to, or arising out of or in connection with (a) any breach or default of Mortgagor hereunder, (b) any of Mortgagor's activities on the premises (or the activities of Mortgagor's agents, employees, representatives, independent contractors, licensees, guests, or invitees on the premises) including without limitation the use of equipment or machinery on the premises, (c) Mortgagor's actual or alleged breach of any brokerage or finder's contract or agreement, actual or alleged, connected in any way with the purchase, financing, or construction of any improvements on any portion of the premises, and (d) any other fact, circumstance or event related to Mortgagor's performance hereunder, regardless of whether any such Losses and Liabilities arise from tort or contract. The Mortgagor shall indemnify, protect and hold harmless Mortgagee and any successors to Mortgagee's interest in the chain of title to the premises, their directors, officers, employees and agents, from and against any and all Losses and Liabilities including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by Mortgagor, and including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the premises, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on the premises following transfer of title to the premises, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on the premises after transfer of title thereto to Mortgagee. For the purposes of this paragraph, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and the regulations adopted and publications promulgated pursuant to said laws or any successor laws or regulations.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep any improvements on the real estate insured against loss or damage by fire, lightning, and tornado for the fair and reasonable insurable value thereof, in companies reasonably satisfactory to the Mortgagee, with loss, if any, payable to Mortgagee as Mortgagee's interest may appear and if the undersigned fails to keep the property insured as above specified, then Mortgagee, or Mortgagee's assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the

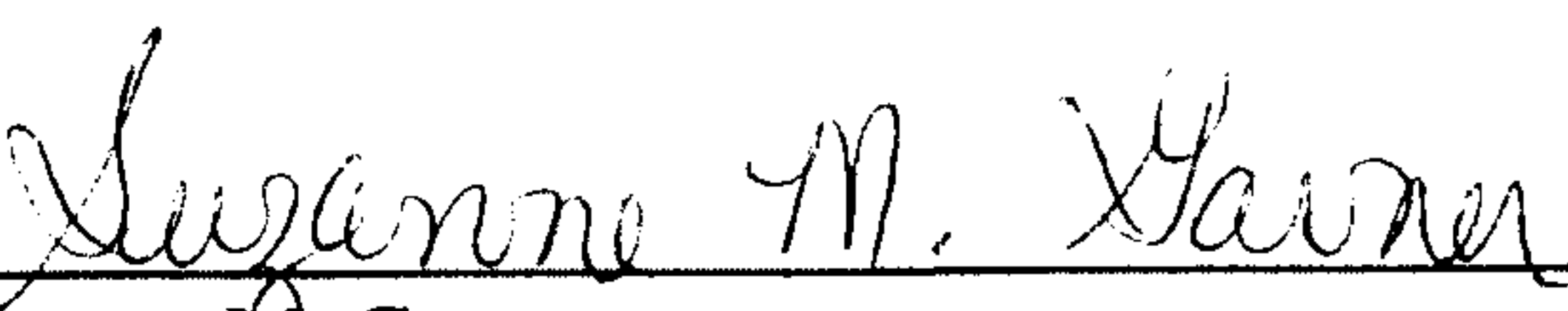
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debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from the date of payment by Mortgagee or Mortgagee's assigns and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by the Mortgagee or Mortgagee's assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the real estate 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 the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, 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 the Mortgagee, Mortgagee's agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving notice of the time, place and terms of sale, by publication once a week for three consecutive weeks, in some newspaper published in the county and state, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the courthouse door of the county (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 the other encumbrances, with interest thereon; Third, to the payment of the 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 Mortgagor. The undersigned further agrees that Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the real estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.


_____(L.S.)
Robert E. Lee Garner

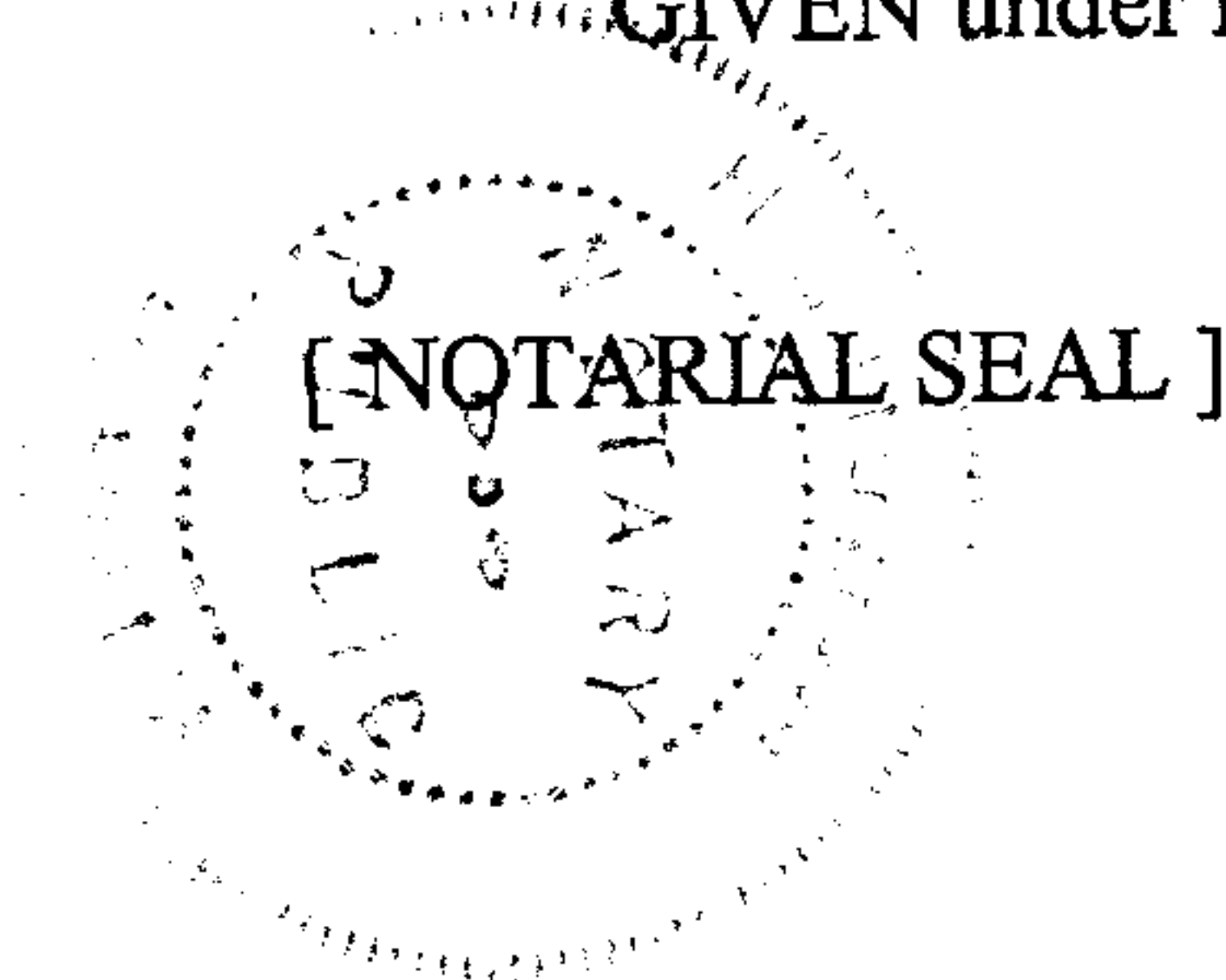

_____(L.S.)
Suzanne M. Garner

STATE OF ALABAMA)
 :
SHELBY COUNTY)


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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert E. Lee Garner and Suzanne M. Garner, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 11th day of December, 2009.



Shelli Hargrove
Notary Public

My Commission Expires: 1/12/13

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EXHIBIT A

Lot 64, according to the survey of Weatherly King's Crest, Sector 3, Phase 2, as recorded in Map Book 16, Page 141 in the Probate Office of shelby County, Alabama.

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EXHIBIT B



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1. Rights or claims of parties in possession not shown by the Public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
5. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
7. Restrictions upon the use of the premises not appearing in the chain of title to the land.

SPECIAL EXCEPTIONS:

8. Taxes for 2010 and subsequent years. 2010 ad valorem taxes are a lien but not due and payable until October 1, 2010.
9. Any loss, claim, damage, or expense including additional tax due, if any, arising from or due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.
10. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
11. Restrictive covenants and conditions recorded as Instrument No. 1993-32532 in the Probate Office.
12. Agreement to Mark Allen Karagas, etal recorded as Instrument No. 1993-32531 in the Probate Office.
13. Easement to Alabama Power Company recorded as Instrument No. 1993-24587 and in Real Book 224, Page 194 in the Probate Office.
14. Agreement with Alabama Power Company as recorded in Real Book 224, Page 179 in the Probate Office.
15. Agreement to Awtrey-Johnson etal as recorded in Real Book 316, Page 164 in the Probate Office.
16. Permit to Alabama Power Company as recorded in Real Book 270, Page 75 in the Probate Office.
17. Easement to South Central Bell as recorded in Instrument No. 1992-5413 in the Probate Office.
18. Easement to South Central Bell as recorded in Instrument No. 1992-5413.
19. Title to minerals underlying caption lands with mining rights and privileges belonging thereto.
20. 25-foot building set back line from King's Crest Lane as shown on recorded map.

R E A
S M / J