

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, Alabama 35202

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Roy Martin Construction, LLC, an Alabama limited liability company, is justly indebted to Ronald A. Kim in the sum of Two Hundred Twenty-five Thousand and No/100 DOLLARS (\$225,000.00) (the "Indebtedness") evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned, Roy Martin Construction, LLC, an Alabama limited liability company, does hereby grant, bargain, sell and convey unto the said Ronald A. Kim (hereinafter called Mortgagee) the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

SUBJECT TO: (1) Current taxes; (2) Transmission Line Permits to Alabama Power Company as recorded in Deed Book 126, Page 303; (3) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Real Volume 56, Page 481; (4) Denial of all existing, future, or potential common law or statutory rights of access between subject property and Interstate 65.

The proceeds of this loan have been applied toward the purchase price of the property described above conveyed to mortgagor simultaneously herewith.

This property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagee, with loss, if any, payable to the Mortgagee, as the interest

of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if undersigned fail to keep the Property insured as above specified, or fail to deliver the insurance policies to the Mortgagee then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

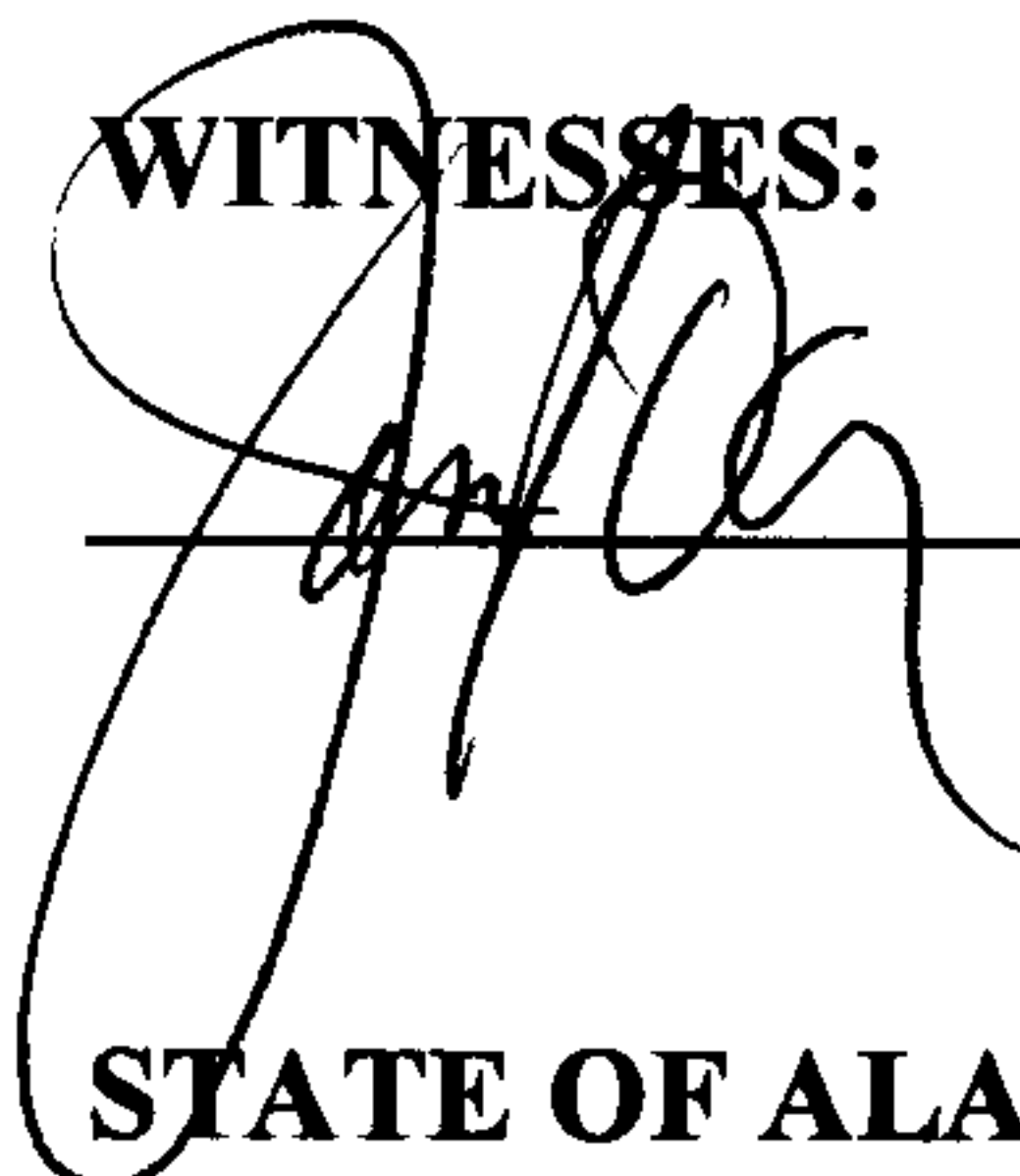
Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the 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 the Mortgagee 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, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any,

to be turned over to the Mortgagor; and the undersigned, further agree that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to the Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

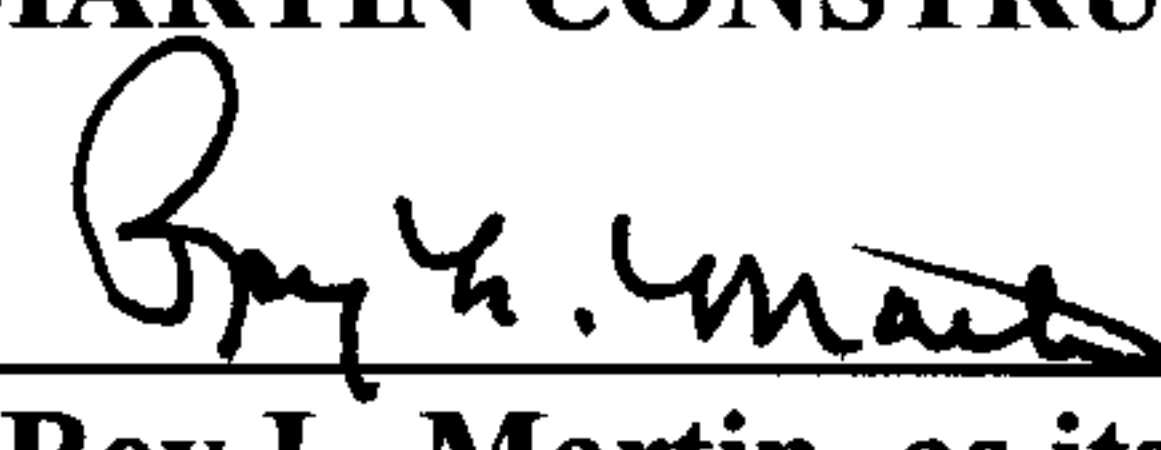
Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, Mortgagor **ROY MARTIN CONSTRUCTION, LLC** by and through Roy L. Martin, as the Sole Member of Roy Martin Construction, LLC, an Alabama limited liability company, who is authorized to execute this instrument as provided in Mortgagor's Articles of Organization and Operating Agreement which, as of this date have not been modified or amended, has hereto set its signature and seal this the 15th day of January, 2010.

WITNESSES:


STATE OF ALABAMA)
COUNTY OF SHELBY)

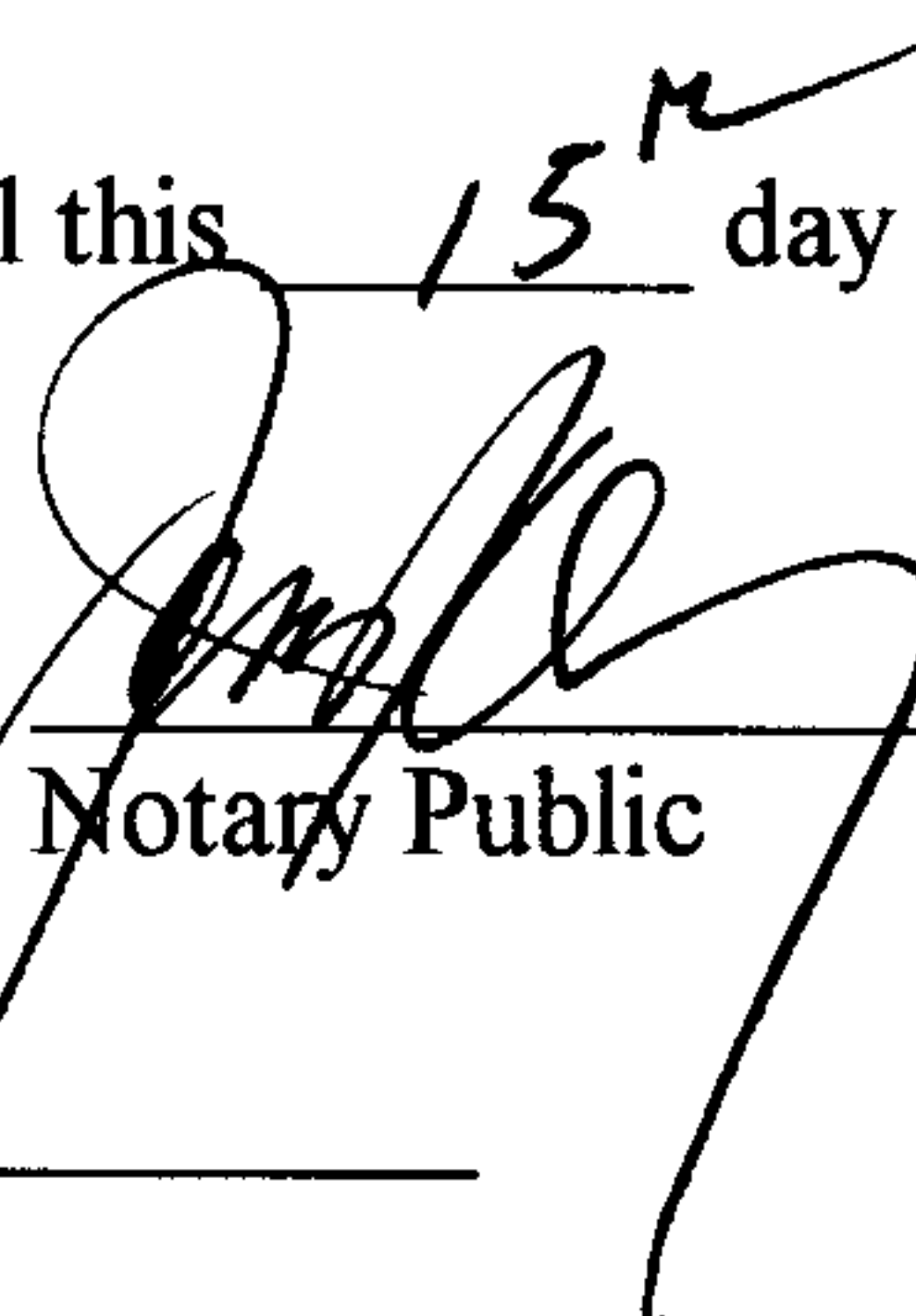
ROY MARTIN CONSTRUCTION, LLC

By: 

Roy L. Martin, as its Sole Member

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy L. Martin, whose name as Sole Member of Roy Martin Construction, 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 the instrument, he, as such Sole Member, executed the same voluntarily for and on behalf of said limited liability company.

Given under my hand and official seal this 15th day of January, 2010.



Notary Public

My commission expires: 17 Jul 11

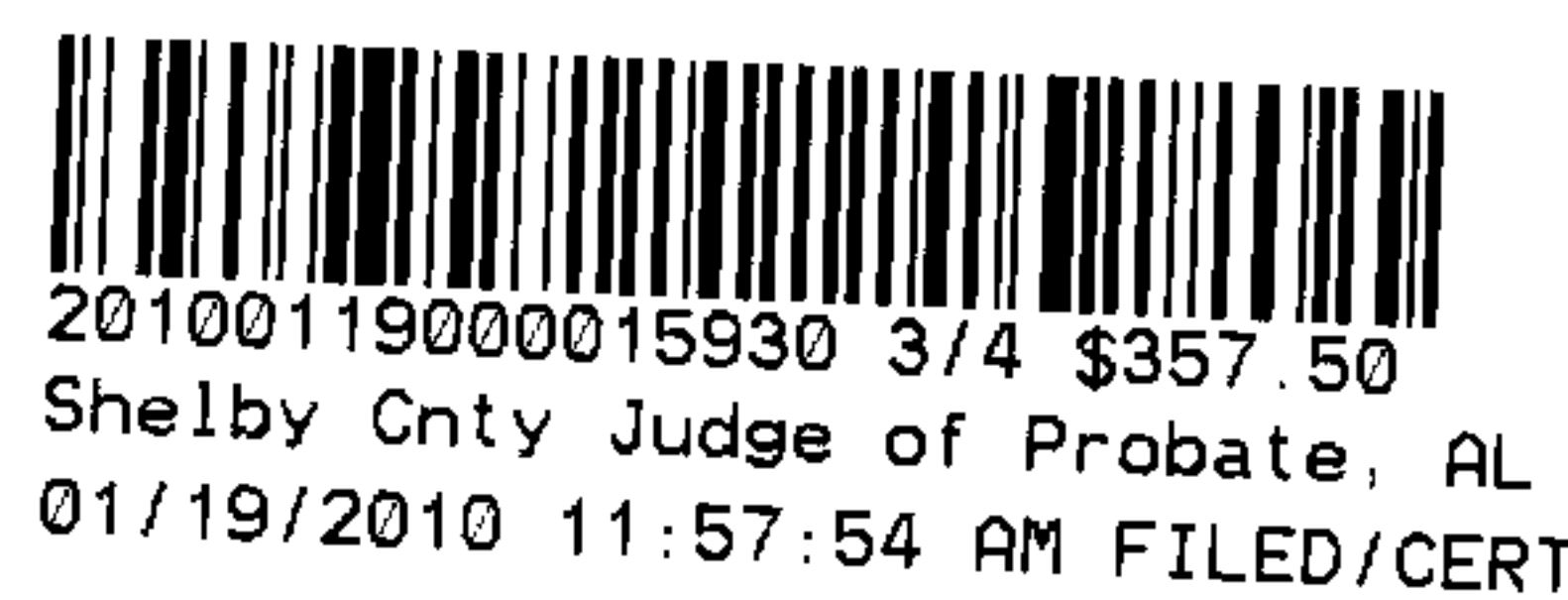



EXHIBIT "A"

A parcel of land in the East 1/2 of the East 1/2 of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of said Section 25; thence run South along the East Section line 1680.48 feet; thence turn 87 degrees, 44 minutes 16 seconds right, and run West 438.44 feet to a point on the Westerly right of way of McCain Parkway and the point of beginning; thence continue last course 236.13 feet to a point on the Easterly right of way of Interstate 65; thence turn 90 degrees 0 minutes, 0 seconds left and run South along said right of way 133.71 feet; thence turn 90 degrees, 0 minutes, 0 seconds left, leaving Interstate right of way Easterly 414.17 feet to a point on the Westerly right of way of McCain Parkway, being a counter clockwise curve having a delta angle of 16 degrees, 30 minutes 19 seconds and a radius of 111.91 feet; thence turn 128 degrees, 31 minutes, 41 seconds left, to tangent and run along the arc of said curve 32.23 feet; thence continue along tangent 149.55 feet to a point on a clockwise curve having a delta angle of 8 degrees, 8 minutes, 1 second and a radius of 291.07 feet; thence run along the arc of said curve 41.32 feet to the point of beginning; being situated in Shelby County, Alabama.


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Shelby Cnty Judge of Probate, AL
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