

20100419000118630 1/4 \$95.30
Shelby Cnty Judge of Probate, AL
04/19/2010 12:21:23 PM FILED/CERT

MORTGAGE

THIS MORTGAGE (the "Mortgage") given by LOUIS HILL AND KATHERINE HILL, husband and wife (the "Mortgagor", whether one or more), whose address is 267 Highland View Drive, Birmingham, Alabama 35242, to THE HUNTINGTON NATIONAL BANK, a national banking association (the "Mortgagee"), whose address is Department NC1N04, 2361 Morse Road, Columbus OH 43229.

WHEREAS, L H Sales Consulting, LLC, a(n) OHIO limited liability company (the "Borrower", whether one or more) is entering or has entered into a promissory note (the "Note") in favor of Mortgagee, dated MARCH 12, 2010, for an amount of FIFTY THOUSAND ONE HUNDRED FIFTY NINE AND 00/100 ----- Dollars (\$ 50,159.00), which amount is the maximum amount of indebtedness, exclusive of interest and charges provided for in the Note and other amounts advanced, with interest thereon, for the protection of the mortgaged premises, that may be outstanding at any time, and the receipt whereof is hereby acknowledged.

NOW, THEREFORE, IN CONSIDERATION of the Note and any and all indebtedness thereunder and to secure to Mortgagee (a) the repayment of the indebtedness evidenced by the Note, or any one or more renewals, refinancings, modifications, extensions, replacements or substitutions thereof or of the terms thereof, and all interest and charges in connection therewith; (b) the payment of all other amounts advanced, with interest thereon, regardless of when such advances are made, for the protection of the mortgaged premises, including, but not limited to, payment of taxes, assessments, and insurance premiums; and (c) the performance of the covenants and agreements of Borrower contained in the Note and of Mortgagor contained in this Mortgage, Mortgagor does hereby mortgage, grant, bargain, sell, and convey, with Power of Sale, to Mortgagee, its successors and assigns, forever, the following described premises:

See Exhibit A attached hereto and incorporated herein by this reference

be the same more or less, subject to all legal highways, and together with all easements, privileges and appurtenances thereunto belonging, all estates in reversion or remainder, all rents, issues and profits arising therefrom, all improvements to the premises and all fixtures of every kind, now or hereafter attached to said premises.

MORTGAGOR COVENANTS that Mortgagor has a good and marketable title in fee simple to the above described premises and that the same is free and clear from all encumbrances whatsoever except prior mortgages of record and except taxes and assessments payable hereafter; and will warrant and defend the same with appurtenances unto Mortgagee, its successors and assigns, forever against all lawful claims and demands whatsoever, except as above noted.

MORTGAGOR FURTHER COVENANTS AND AGREES:

1. To cause Borrower to pay the Note; and to pay when due all indebtedness other than the Note secured by a lien upon said premises, or any part thereof, to the extent Mortgagor is obligated under the instrument of indebtedness; and to pay and properly discharge, at Mortgagor's expense, the liens of any mechanic, laborer, materialman, supplier or vendor.

2. To pay all taxes and assessments against said premises as the same shall become due and payable or, at the request of Mortgagee, to pay to Mortgagee on each installment date a sum equal to the sum of one twelfth (1/12) of the taxes and assessments for the fiscal period for which taxes and assessments are next due and payable, as estimated by Mortgagee. Said deposits shall be held without interest by Mortgagee and the taxes and assessments shall be paid therefrom as they become due and payable to the extent that the deposits are sufficient therefor. Mortgagee assumes no responsibility for the validity of any tax or assessment. In the event such deposits exceed the amount required for the payment of taxes and assessments, Mortgagee may apply a part or all of such excess at such time or times as it may elect to the principal of the indebtedness secured hereby. If such deposits are less than the amount required for the payment of taxes and assessments, Mortgagor shall, on demand, pay such deficiency.

3. To keep and maintain all buildings now or hereafter situated upon the said premises at all times in good repair and not to commit or suffer to be committed waste upon said premises. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating and governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and all constituent documents.

4. To keep the premises insured against loss or damage by fire, windstorm, flood, and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness secured by this Mortgage and any prior mortgage encumbering said premises with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance or copies or other evidence thereof acceptable to Mortgagee with Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, indorse checks and drafts issued therefor in its own name and/or as attorney-in-fact for Mortgagor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due or to permit the use of the same for the purpose of rebuilding or repairing the damaged premises. Mortgagor shall name Mortgagee as an additional insured or loss payee on all such policies, which policies shall contain a 10-day written notice of cancellation clause in favor of Mortgagee.

5. To perform all the covenants on the part of Mortgagor to be performed under the provisions of this Mortgage and any prior mortgage, and upon failure of Mortgagor to perform such covenants, Mortgagee herein may at its option do so. Mortgagee shall have a claim against Mortgagor for all sums so paid by it for Mortgagor plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of this Mortgage or any such prior mortgage shall constitute a breach of a condition of this Mortgage.

6. To make no sale or transfer of the legal title to the premises or any equitable interest therein without obtaining prior written consent of Mortgagee. Mortgagee is under no obligation to grant consent, other than as may be required by federal law.

7. To pay Mortgagee interest at the same rate as provided for in the Note on all sums advanced by Mortgagee for the benefit of Mortgagor pursuant to the provisions hereof.

8. That Mortgagee is authorized to collect all damages paid and awards made as a result of the appropriation by or in lieu of eminent domain of all or part of said premises, and apply the net proceeds therefrom as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due.

9. That upon the occurrence of any breach of a condition or default under the Note, or any renewals, refinancings, modifications, extensions, replacements or substitutions thereof or of the terms thereof, or under this Mortgage, or upon foreclosure by another lienholder, and following any notice and/or the expiration of any time period required by law, Mortgagee may declare all amounts secured by this Mortgage to be immediately due and payable without further notice or demand, and may exercise the power of sale after giving notice as required by law, or may foreclose this Mortgage by judicial proceeding, in accordance with Alabama law. Mortgagee shall be entitled to collect in such proceeding all costs and disbursements to which Mortgagee may become entitled by law in connection with such foreclosure proceeding, including but not limited to Mortgagee's attorney fees to the extent not prohibited by applicable law. Mortgagee may bid at such sale and purchase the premises if the highest bidder therefor. To the extent permitted by law, Mortgagor waives any requirement of appraisal.

10. That upon commencement of any judicial proceeding to enforce any right under this Mortgage, the court in which such proceeding is brought, at any time thereafter, without notice to Mortgagor or any party claiming under Mortgagor (such notice being hereby expressly waived) and without reference to the then value of the premises, to the use of said premises as a homestead or to the solvency or insolvency of any person liable for the indebtedness secured hereby or other grounds for extraordinary relief, may appoint a receiver for the benefit of Mortgagee with power to take immediate possession of the premises, manage, rent and collect the rents, issues and profits thereof and such rents, issues and profits when collected may be applied toward the payment of any indebtedness then due and secured hereby and the costs, taxes, insurance or other items necessary for the protection and preservation of the premises, including the expenses of such receivership.

11. That each of the covenants and agreements hereof shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of Mortgagor and Mortgagee herein. Mortgagee has the right to assign this Mortgage, and the obligations secured hereby, without notice to Mortgagor except as may be required by law. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the premises are located, except that if the Note secured hereby specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of federal law to this Mortgage or the obligations secured hereby. If more than one person is a Mortgagor, all covenants and agreements of Mortgagor hereunder shall be joint and several. Any Mortgagor who signs this Mortgage, but does not sign the Note (a) is signing this Mortgage only to mortgage, grant, bargain, sell, and convey that Mortgagor's interest in the premises to Mortgagee under the terms of this Mortgage, (b) is not personally liable on the Note or this Mortgage, and (c) agrees that Mortgagee and any other holder of this Mortgage may agree one or

more times to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the obligations secured hereby without notice to that Mortgagor or that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the premises.

12. In the event that this Mortgage, the indebtedness secured hereby or the avails thereof shall become subject to taxation by any jurisdiction, then all amounts secured hereby shall, at the option of Mortgagee, become immediately due and payable.

13. This Mortgage shall remain in full force and effect notwithstanding one or more renewals, refinancings, modifications, extensions, replacements or substitutions of the Note or of the terms thereof and notwithstanding the fact that any such renewals, refinancings, modifications, extensions, replacements or substitutions of the Note or of the terms thereof may be evidenced by a document or documents signed and dated after the date of this Mortgage or the recording of this Mortgage.

14. That no delay by Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as there is any breach of a condition or default under this Mortgage, and no failure of Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent breach or default. Mortgagee may enforce any one or more of its rights or remedies herein successively or concurrently. If the lien of this Mortgage is invalid or unenforceable as to any part of the obligations hereby secured or as to any part of the premises, the unsecured or partially secured portion of the obligations shall be completely paid prior to the payment of the secured or partially secured portion of the obligations hereby secured. In the event any provision of this Mortgage is deemed invalid or unenforceable for any reason, such invalidity shall not affect the other provisions of this Mortgage, which shall be deemed severable and shall remain in full force and effect.

PROVIDED ALWAYS that these presents are upon the following conditions: that if Borrower shall pay according to its terms the Note, bearing interest at the rate specified therein, together with all other sums secured hereby, and Mortgagor shall keep and perform the several covenants and agreements set forth above, this Mortgage shall be void; otherwise the same shall remain in full force and virtue in law. Mortgagor shall pay the cost of recording any release or satisfaction of this Mortgage.

MORTGAGOR does hereby waive, remise, release, and forever quitclaim unto Mortgagee any homestead or other exemption rights with respect to the premises.

THIS MORTGAGE has been executed at Birmingham, Alabama, this day of MARCH 19, 2010.

Louis Hill
Louis Hill

Katherine Hill
Katherine Hill

STATE OF ALABAMA,


COUNTY OF Shelby, SS:

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Louis Hill and Katherine Hill, who are known to me or identified, acknowledged before me on this day that, being informed of the contents of this Mortgage, they executed the same voluntarily on the date of this acknowledgment.

Given under my hand and seal this 19th day of March, 2010.

[Signature]
Notary Public

This instrument prepared by:
Donald W. Jordan, Attorney
Porter Wright Morris & Arthur LLP
41 South High Street
Columbus, Ohio 43215
Cols. #1529396


20100419000118630 4/4 \$95.30
Shelby Cnty Judge of Probate, AL
04/19/2010 12:21:23 PM FILED/CERT

SCHEDULE A – LEGAL DESCRIPTION

Lot 618, according to the Map of Highland Lakes, 6th Sector, an Eddleman Community, as recorded in Map Book 23, page 153 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, A Residential Subdivision, as recorded in Inst. # 1994-07111 and amended in Inst. # 1996-17543 and further amended in Inst. # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, A Residential Subdivision, 6th Sector, recorded as Inst. # 1998-12385 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").