

Ba 11004 MORTGAGE NOTE

\$ 150,000.00

Shelby Co ALABAMA
(City) (State)

February 20 2008
(Date)

FOR VALUE RECEIVED the undersigned jointly and severally promise(s) to pay to the order of Cyn Dan Development

the principal sum of 150,000.00
(\$ 150,000.00) Dollars together with interest thereon from date at the rate of NA (NA%) percent per annum until maturity, said principal and interest being payable monthly on the NA day of each and every month in lawful money of the United States beginning on the NA day of NA 19 NA, in ~~monthly installments~~ of NA (\$ NA), and continuing thereafter until Feb 20 2018 or until said principal and interest have been paid in full, at 121 Indian Landing Road, or at such other place as the holder hereof may designate in writing from time to time.

Each installment payment shall be credited first to the interest then due, and the remainder to the principal.

This Note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of said payee.

Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers and, should litigation be necessary to enforce this note, each maker and endorser waives trial by jury and consents to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the State of ALABAMA and County of Shelby.

Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

This note is to be construed and enforced according to the laws of the State of ALABAMA; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holder, become immediately due and payable and it shall accrue interest at the highest rate allowable by law from the date of default.

Default shall include, but not be limited to non-payment of any respective installment within ten (10) days from the due

Prepared by

Dillard

**2006 Waterford Pl
Birmingham, AL 35244**



20100908000289550 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
09/08/2010 09:38:44 AM FILED/CERT

date set out herein, or payment dates on three different occasions for any installments which are in excess of five (5) days subsequent to the due date therefor set out herein.

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Dan Bullard


Witness

Cynthia Palmer

Witness

Michael K. K.

Cyn Dan Development
121 Indian Landing Road
Pelham AL 35124


20100908000289550 2/3 \$18.00
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STU
"Exhibit A"

20070221000078270 1/2 \$138.00
Shelby Cnty Judge of Probate, AL
02/21/2007 08:20:34AM FILED/CERT

Shelby County, AL 02/21/2007
State of Alabama

Deed Tax: \$124.00

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN, PC
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

MICHAEL BULLARD
2540 MARCAL LANE
BIRMINGHAM, AL 35244

STATE OF ALABAMA
COUNTY OF SHELBY

WARRANTY DEED

20100908000289550 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
09/08/2010 09:38:44 AM FILED/CERT

Know All Men by These Presents: That in consideration of **TWO HUNDRED SIXTY THOUSAND DOLLARS 00/100 (\$260,000.00)** to the undersigned grantor, **CYNDAN DEVELOPMENT LLC**, a/an **Limited Liability Company**, in hand paid by the **GRANTEES** herein, the receipt of which is hereby acknowledged, the said **GRANTOR**, does by these presents, grant, bargain, sell and convey unto **MICHAEL BULLARD**, (herein referred to as **GRANTEES**, whether one or more) the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

Begin at the Southeast corner of the Southwest ¼ of the Southeast ¼ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama; thence run West along the South line of said section a distance of 621.15 feet; thence turn right 115 degrees 15 minutes 15 seconds and run Northeasterly a distance of 553.10 feet to point of beginning; continue along said line a distance of 200 feet; thence turn right 104 degrees 37 minutes 00 seconds and run Southeasterly a distance of 81.0 feet; thence turn right 9 degrees 32 minutes 12 seconds and continue Southeasterly a distance of 153.53 feet to a point of curve; said curve being to the right running Northeasterly, having a radius of 193.19 feet and an interior angle of 31 degrees 41 minutes 29 seconds; thence left 90 degrees 12 minutes 23 seconds to the tangent of said curve and run Northeasterly an arc distance of 106.86 feet to a point of reverse curve; said curve being to the left running Northwesterly having a radius of 20.0 feet and an interior angle of 113 degrees 24 minutes 00 seconds; thence run North and Northwesterly an arc distance of 39.58 feet; thence continue Northwesterly along the tangent of said curve a distance of 59.07 feet; thence turn right 79 degrees 38 minutes 10 seconds and run Northeasterly a distance of 17.79 feet; thence run right 100 degrees 21 minutes 00 seconds and run Southeasterly a distance of 110.44 feet; thence turn right and run Southwesterly a distance of 221.01 feet; thence turn right and run 335.27 feet to the point of beginning.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2006 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2007.
2. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, INCLUDING RELEASE OF DAMAGES, ARE NOT INSURED HEREIN.

\$136,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said **GRANTEES**, their heirs and assigns, forever.

And said **GRANTOR** does for itself, its successors and assigns, covenant with the said **GRANTEES**, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said **GRANTEES**, his, her, or their heirs and assigns forever, against the lawful claims of all persons.