

When recorded, return to:

Christopher R. Smitherman, LLC  
725 West Street P.O. Box 261  
Montevallo, AL 35115



20100910000293980 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
09/10/2010 08:50:00 AM FILED/CERT

### DISCHARGE OF MORTGAGE

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOWN ALL MEN BY THESE PRESENTS, that REGIONS BANK, hereafter referred to as the Mortgagee, DOES HEREBY CERTIFY, that a certain Mortgage, whose parties dates and recording information are below, is now Paid and Satisfied, and is therefore discharged.

Loan #: 01-0340000167-181564  
Original Borrower: SOUTHERN HOME CREAFTERS, INC.  
Original Principal Amount: \$83,618.05  
Original Beneficiary: REGIONS BANK  
Date Recorded: 3/23/2007  
Instrument #: 20070323000132200

In all references in this instrument to any party, the use of a particular gender or number is intended to include the appropriate gender or number as the case may be.

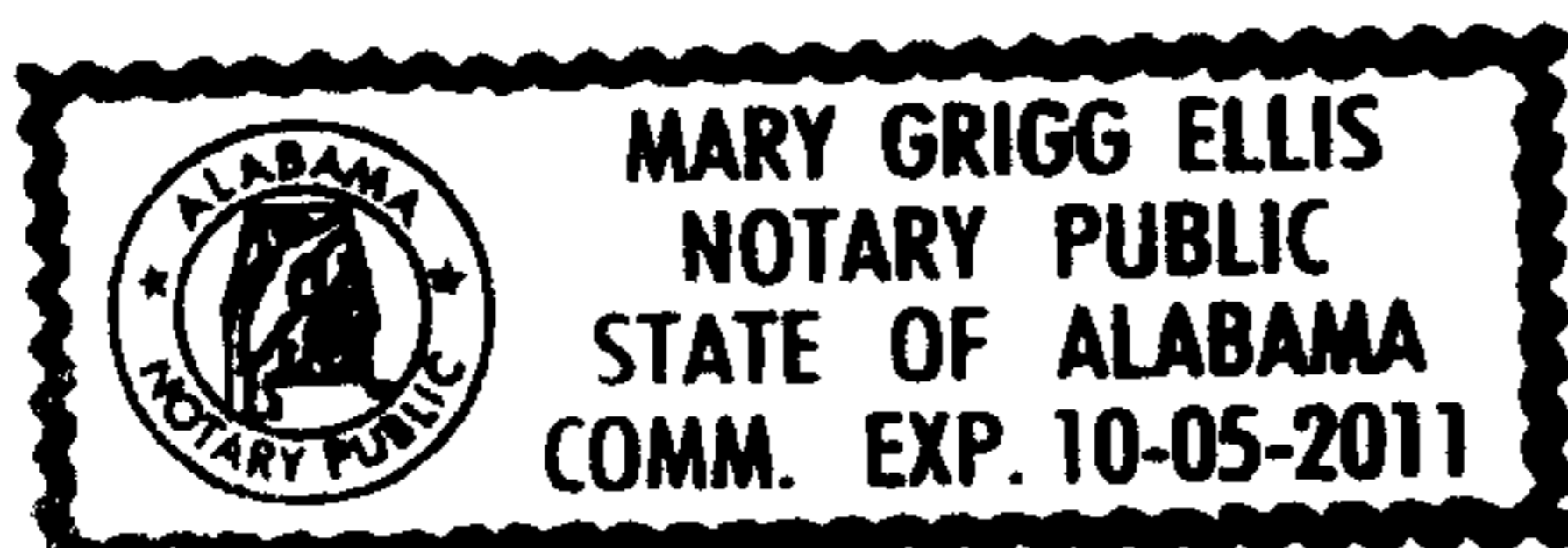
IN WITNESS WHEREOF, REGIONS BANK, has set his hand and has caused there presents to be signed by its duly authorized officer(s) on this the 13<sup>th</sup> day of August, 2010.

By: *Dorothea D. Moore*  
Print name: Dorothea D. Moore  
Title: Asst. Vice President

STATE OF ALABAMA  
COUNTY OF Montgomery

I, Mary Grigg Ellis, a Notary Public, in and for said County and State, do hereby certify that Dorothea D. Moore, Asst. Vice President (Title), who is signed to the foregoing document and who is known to me, sworn to (or affirmed) and subscribed before me on this day, that being informed of the contents of said instrument, she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL on this the 13<sup>th</sup> day of August, 2010.



Mary Grigg Ellis  
Notary Public  
My Commission Expires: \_\_\_\_\_

20070323000132200 1/7 \$154.55  
Shelby Cnty Judge of Probate, AL  
03/23/2007 11:46:50AM FILED/CERT

WHEN RECORDED MAIL TO:  
Regions Loan Servicing Release  
P O Box 4897  
Montgomery, AL 36103

20100910000293980 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
09/10/2010 08:50:00 AM FILED/CERT

0340000167-181564

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RECEIVED  
MAR 19 2007  
REAL ESTATE PERFECTION



\*DOC48500003400001670912000000\*

## MORTGAGE

### THIS IS A FUTURE ADVANCE MORTGAGE

THIS MORTGAGE dated February 13, 2007, is made and executed between SOUTHERN HOME CRAFTERS INC, whose address is 1138 HWY 75 N, ALBERTVILLE, AL 35951-4022; A Corporation (referred to below as "Grantor") and REGIONS BANK, whose address is 116 SAND MOUNTAIN DRIVE, ALBERTVILLE, AL 35950 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Shelby County, State of Alabama:

See EXHIBIT "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 162 COUNTY ROAD 223, MONTEVALLO, AL 35115.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**THE REAL PROPERTY DESCRIBED ABOVE DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.**

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.