

This instrument was prepared by:

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PO Box 822,
Columbiana, AL 35051



20101007000332590 1/3 \$318.00
Shelby Cnty Judge of Probate, AL
10/07/2010 10:11:43 AM FILED/CERT

MORTGAGE

STATE OF ALABAMA)
COUNTY SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Maranatha Granite, LLC

(hereinafter called "Mortgagors", whether one or more are justly indebted to

Issis and Sons, Inc.

(hereinafter called "Mortgagee", whether one or more),

in the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Maranatha Granite, LLC

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said

Mortgagee or assigns in said property 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 said 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 said Mortgagee, agents, or assigns, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, 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 then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Maranatha Granite, LLC, has hereunto set their signatures and seals, this 30th day of September, 2010.


Maranatha Granite, LLC
By: Kaliffa G. Oliveira, as Managing Member



STATE OF ALABAMA)
SHELBY COUNTY)

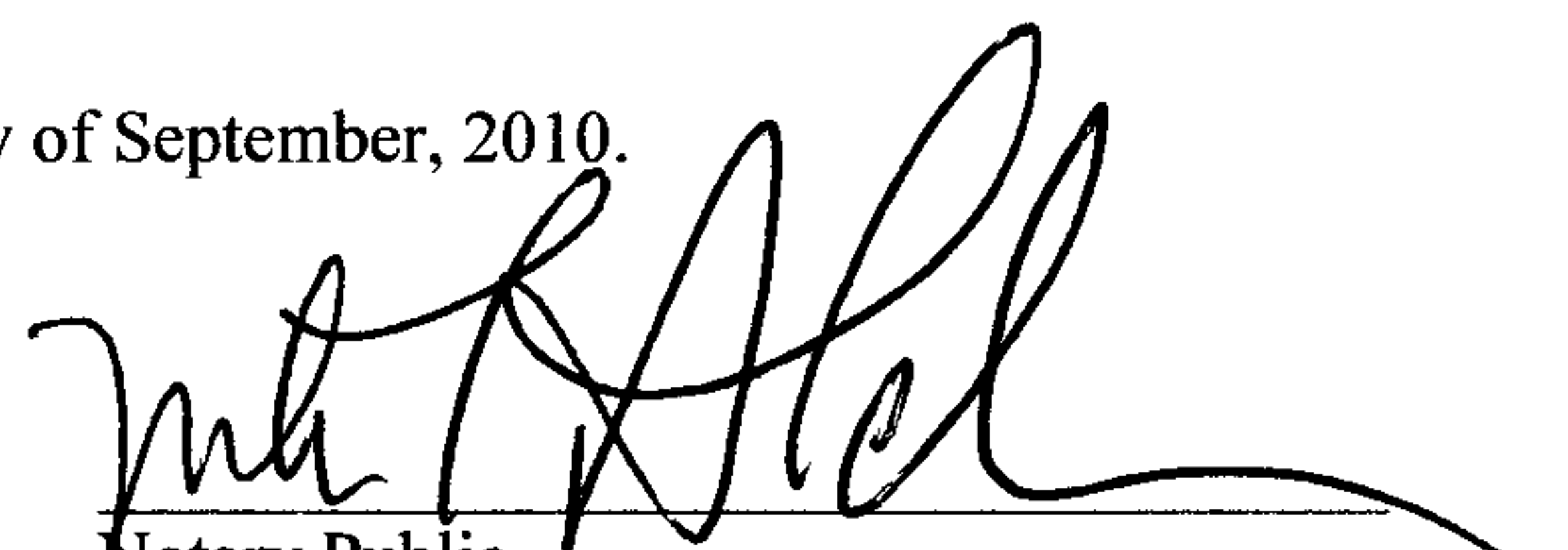
I, MICHAEL T ATCHISON, a Notary Public in and for said County, in said State, hereby certify that

Maranatha Granite, LLC
By: Kaliffa G. Oliveira, as Managing Member

whose names is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of September, 2010.


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Notary Public
My commission expires: 10-16-12

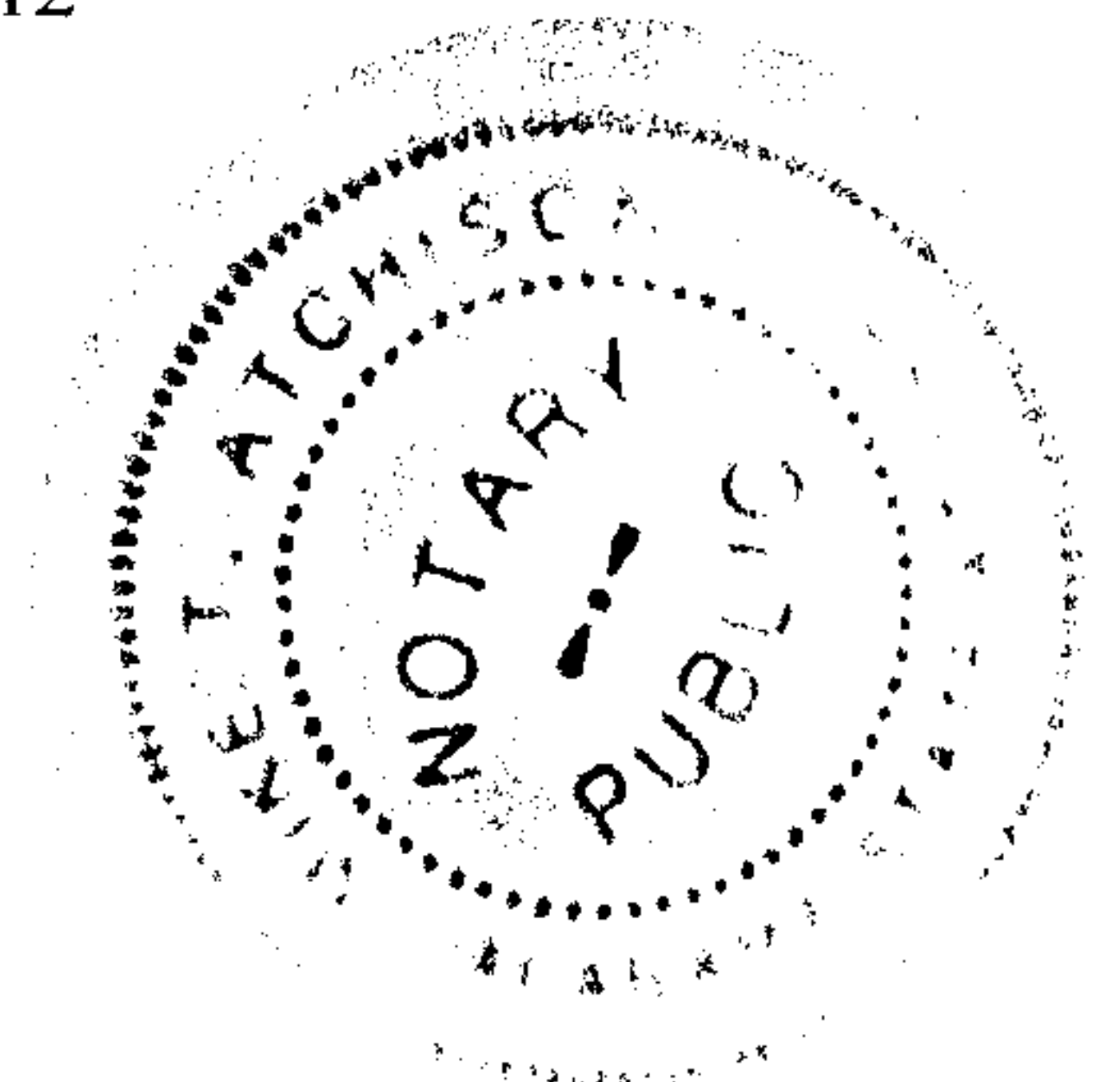


EXHIBIT A

A part of Lot 7 Oak Mountain Commerce Place as recorded in Map Book 18, Page 58 in the Office of the Judge of Probate in Shelby County, Alabama, being located in the Northwest $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West, more particularly described as follows: Commence at the Northeast corner of Section 1, Township 19 South, Range 3 West said point also being the Northwest corner of Section 6, Township 19 South, Range 2 West, lying on the westerly line of said Lot 7; thence in a southerly direction along the westerly line of said Lot 7 and said Section 6, a distance of 493.15 feet to the point of beginning; thence continue along last described course a distance of 280.00 feet; thence 130 degrees 18 minutes 48 seconds left in a northeasterly direction a distance of 207.87 feet to a point on the westerly right of way line of Commerce Court; said point being on a curve having a central angle of 88 degrees 30 minutes 10 seconds and a radius of 50.0 feet; last described course being radial to said curve; thence in a northerly direction along arc of said curve to the right and along said right of way line a distance of 77.23 feet to the end of said curve and the beginning of a curve to the left having a central angle of 48 degrees 11 minutes 20 seconds and a radius of 25.0 feet; thence in a northerly direction along said curve and right of way line a distance of 21.03 feet to end of said curve; thence in a northerly direction along said right of way line a distance of 57.26 feet; thence 90 degrees left in a westerly direction a distance of 171.64 feet to the point of beginning. Situated in Shelby County, Alabama.


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