


**THIS INSTRUMENT PREPARED BY:**

James J. Odom, Jr.  
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Shelby Cnty Judge of Probate, AL  
11/29/2010 02:46:14 PM FILED/CERT

**STATE OF ALABAMA     )**

**SHELBY COUNTY )**

**MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS, THAT**

**WHEREAS**, the undersigned VS Properties, LLC, an Alabama limited liability company, is justly indebted to Roy Martin Construction, LLC in the sum of SEVEN HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$742,500.00) (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, VS Properties, LLC, does hereby grant, bargain, sell and convey unto the said Roy Martin Construction, LLC (hereinafter called Mortgagee) the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

Lot 4, Block B, according to the Survey of Nickerson's Addition to Alabaster, as recorded in Map Book 3, Page 69, in the Probate Office of Shelby County, Alabama; being located in the SW 1/4 of Section 1, Township 21 South, Range 3 West, and described as follows:

Commence at the SE corner of the North 1/2 of the South 1/2 of the SW 1/4 of said Section 1 and go North 03 deg. 14 min. 00 sec. East along the East boundary of said 1/4-1/4 Section for 667.00 feet; thence North 84 deg. 46 min. 00 sec. West for 959.00 feet to the North boundary of Interstate I-65 and the point of beginning; thence North 51 deg. 55 min. 32 sec. East for 22.73 feet to the center line of 10<sup>th</sup> Avenue SE; thence North 84 deg. 46 min. 00 sec. West along said centerline for 369.39 feet; thence South 03 deg. 14 min. 00 sec. West for 38.09 feet to the North boundary of Interstate I-65; thence three courses along said North boundary as follows: go South 50 deg. 02 min. 42 sec. East for 107.50 feet; thence South 82 deg. 29 min. 19 sec. East for 176.16 feet; thence North 51 deg. 55 min. 32 sec. East for 107.00 feet to the point of beginning. Less and except any portion of the land lying within road rights of way.

**SUBJECT TO:** (1) Current taxes; (2) Easements affecting the land as set out in Map Book 3, Page 69 in the Probate Office; (3) Restrictions, covenants and conditions as set out in instrument recorded in Inst. No. 1995-22913 in Probate Office; (4) Transmission Line Permits to Alabama Power Company as shown by instruments recorded in Deed Book 48, Page 617, Deed Book 60, Page 66, and Deed Book 217, Page 766, in Probate Office; (5) Easements for road right of way as shown



by instrument recorded in Deed Book 312, Page 646, in Probate Office; (6) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. No. 1994-16894 in Probate Office; (7) All existing, future or potential common law or statutory rights of access between the right of way of I-65 and subject property as conveyed and relinquished to the State of Alabama; (8) Encroachments of Alabama Power Company line onto and/or off of the land as shown on unsigned and undated survey provided to Cahaba Title, Inc.

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 fails to keep the Property insured as above specified, or fails 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, Alabama, 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 agrees 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 agrees 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.

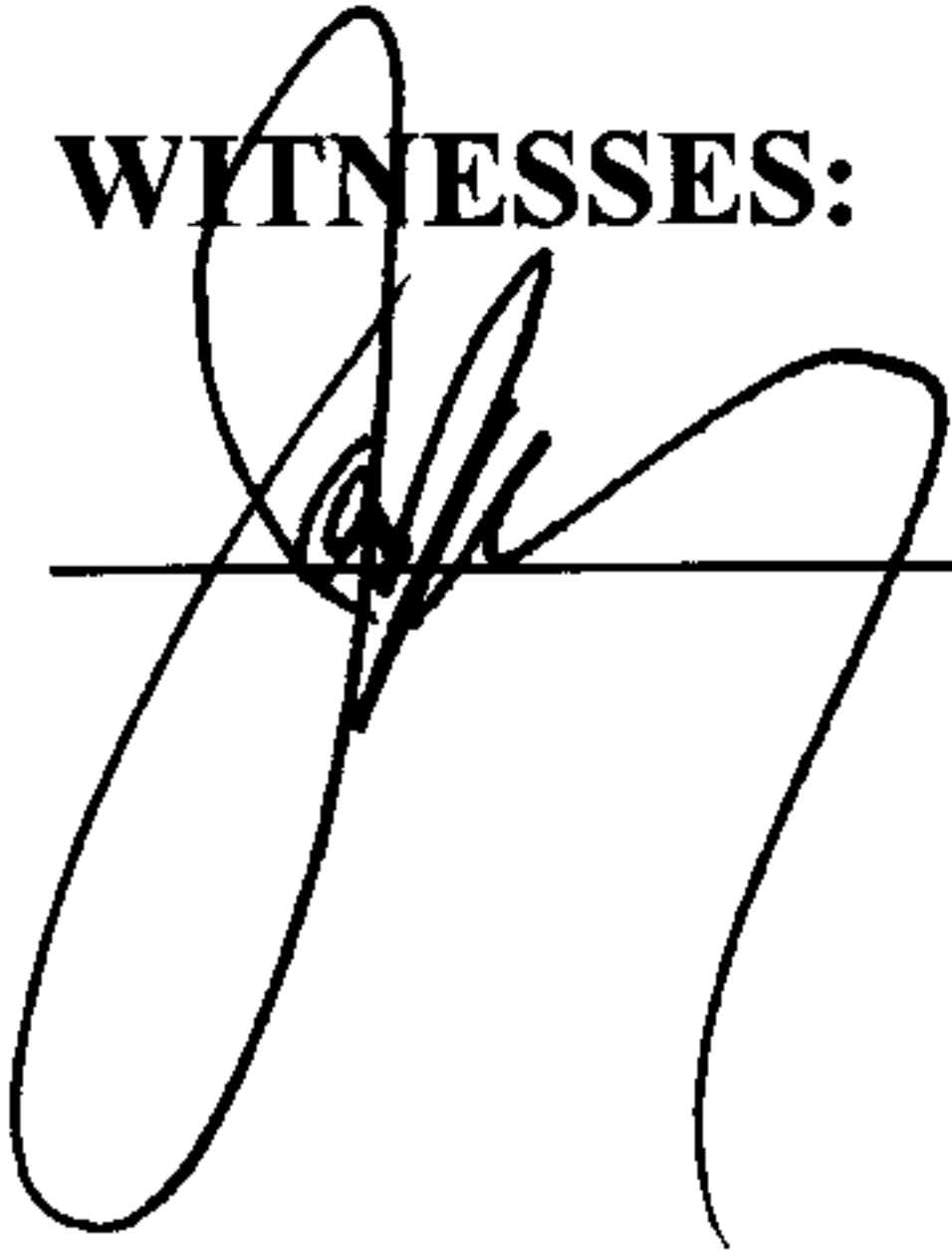
It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person named as grantee in the granting clause herein.

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 successors and assigns of the Mortgagee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 16th day of

November, 2010.

WITNESSES:



VS PROPERTIES, LLC

By:



Victor L. Smith

As its Sole Member/Manager

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Victor L. Smith, whose name as Sole Member/Manager of VS Properties, LLC, an Alabama limited liability company, 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, as such Sole Member/Manager of VS Properties, LLC, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 16th day of November, 2010.



Notary Public

My commission expires:

