


State of Alabama
County of Shelby


20101217000424440 1/4 \$946.30
Shelby Cnty Judge of Probate, AL
12/17/2010 11:57:55 AM FILED/CERT

Real Estate Mortgage

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **Shelby Medical Office Development, LLC, an Alabama Limited Liability Company**(hereinafter called "Mortgagors") are justly indebted to **LUCILLE S. FARRIS; MARY F. ROENSCH; JANET F. STANDRIDGE and JOANNE F. ENCK (fka JOANNE S. FARRIS)** in their capacity as **TRUSTEES of MARITAL SHARE #1 of TRUST A UNDER THE LAST WILL AND TESTAMENT OF W. M. FARRIS, DECEASED (SHELBY COUNTY PROBATE CASE #36-196)** ("hereinafter called "Mortgagee"), in the sum of Six Hundred Fourteen Thousand One Hundred Ninety Seven and no/100 Dollars (\$614,197.00), evidenced by, Promissory Note of even date.

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

NOW THEREFORE, in consideration of the premises, said Mortgagor , and all others executing this mortgage, does hereby grant, bargain sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama, to wit:

THE PROPERTY CONVEYED BY THIS MORTGAGE IS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES

THIS IS A PURCHASE MONEY MORTGAGE GIVEN TO SECURE A VENDOR'S LIEN.

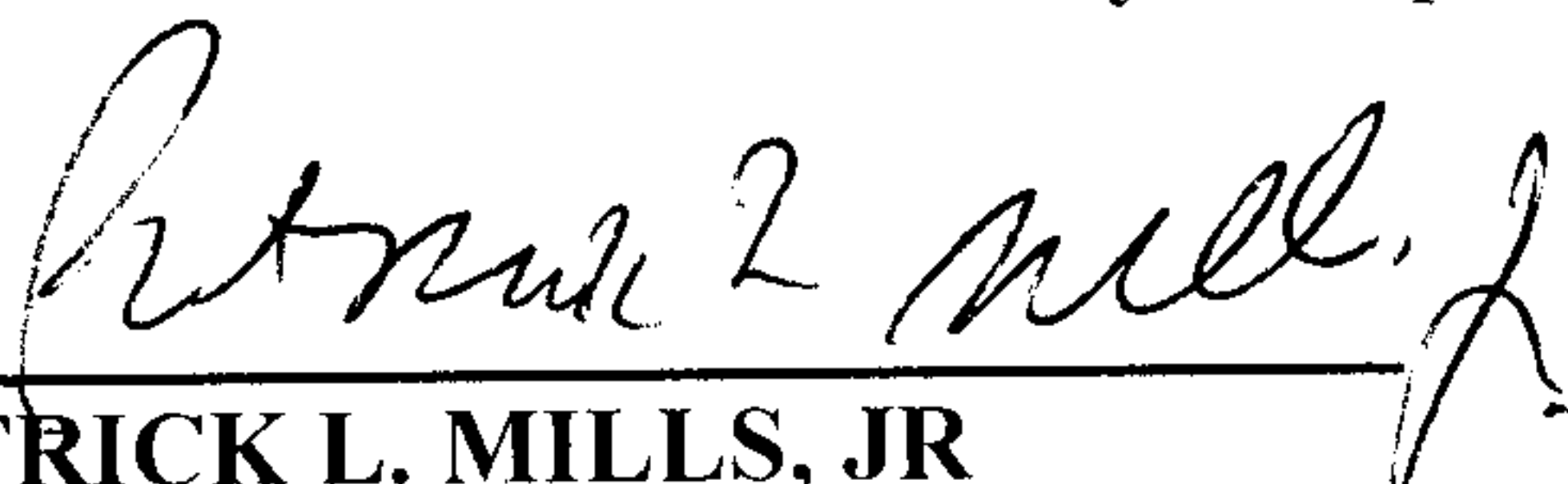
Said Property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To have and to hold the above granted property unto the said Mortgagee, Mortgagee's successors and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agree to pay all taxes and 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, lighting and tornado hazards, including within the term "extended coverage" and any other hazards, including but not limited to, earthquakes, floods, wind, and hail for which Mortgagee requires insurance, 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 and properly deliver as above specified, or fail to deliver said insurance policies to said Mortgagee; then 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 collection of same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns in addition 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.

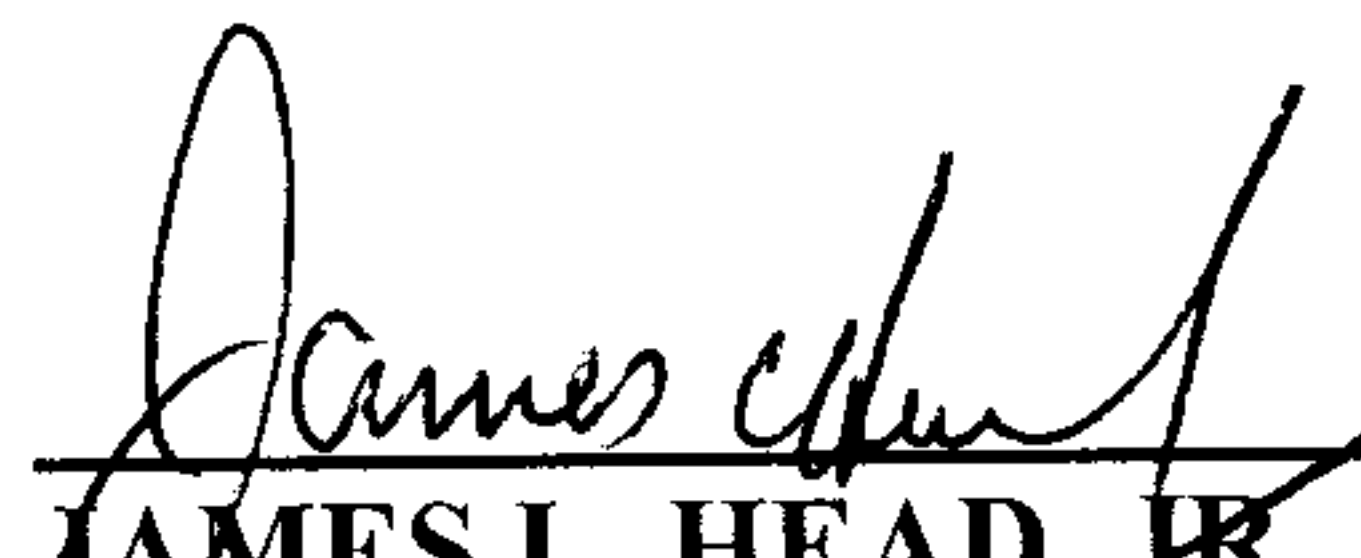
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments and insurance, interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured or pay 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 reasons 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 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 (21) days' notice, by publishing once a week for three (3) consecutive weeks, the time, place and terms of said 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 Courthouse Door of said County (or division thereof) where said real 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 may be necessary to expend, in paying insurance, taxes or other encumbrance, 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 thereof; 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 has hereunto set her signature, this 13th day of December, 2010.

**Shelby Medical Office Development, LLC,
an Alabama Limited Liability Company**



PATRICK L. MILLS, JR
ITS MEMBER



JAMES L. HEAD, JR
ITS MEMBER

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, GENE W. GRAY, JR., a Notary Public, in and for said County, in said State, hereby certify that **Patrick L. Mills, Jr. and James L. Head, Jr.** whose names as **Members of Shelby Medical Office Development, LLC, an Alabama Limited Liability Company**, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such Members, and with full authority, executed the same voluntarily for and as the act of said limited liability company.
Given under my hand and official seal of office this 13th day of December, 2010.

Juliana Danner

NOTARY PUBLIC

COMMISSION EXPIRES 11/09/14

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 09, 2014
BONDED TO THE STATE OF ALABAMA FOR THE SUM OF \$946.30

Prepared By:

Gene W. Gray, Jr.

2100 SouthBridge Pkwy, Ste 338

Birmingham, AL 35209



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STEWART TITLE GUARANTY COMPANY

COMMITMENT

SCHEDULE C LEGAL DESCRIPTION

Issuing Office File No.: T-83749


Begin at the Southwest Corner of Lot 25, Block 2 of Nickerson-Scott of Alabaster as recorded in Map Book 3, Page 47 in the Probate Office of Shelby County, Alabama and run thence in an Easterly direction along the South line of said Lot 25 a distance of 420 feet; thence in a Northerly direction and parallel with the West line of said Lot 25 a distance of 26 feet; thence in a Westerly direction and parallel with the South line of said Lot 25 a distance of 174 feet; thence in a Northerly direction and parallel with the Westerly line of Lot 25 a distance of 74 feet; thence in a Westerly direction and parallel with the South line of Lot 25, 246 feet, to the Westerly line of said Lot 25; thence in a Southerly direction along the Westerly line of said Lot 25, a distance of 100 feet to the point of beginning.

AND:

Begin at the Southeast Corner of Lot 25, Block 2, according to the Nickerson-Scott Survey, being a subdivision of a part of East Half of Southeast Quarter of Section 35 and part of the Northwest Quarter of Southwest Quarter of Section 36, in Township 20, Range 3 West, which map is recorded in the Probate Office of Shelby County, Alabama, in Map Book 3, Page 47; from said beginning point run in a Westerly direction along the South line of Lot 25, 420 feet to the Southwest corner of said Lot 25; thence in a Southerly direction along the West line of Lots 24, 23, and 22, 150 feet to the Northwest corner of Lot 21 in said Block 2; thence run in an Easterly direction and parallel with the South line of said Lot 25, a distance of 300 feet; thence in a Southerly direction and parallel with the East line of said Lot 21, a distance of 50 feet; thence run in an Easterly direction and parallel with the South line of Lot 25 to the East line of said Section 35; thence along same North to a point which would be intersected by an extension of the South line of said Lot 25, if extended; thence in a Westerly direction along said extension to the Southeast corner of said Lot 25 to the point of beginning.

There is EXCEPTED herefrom the right of way for U.S. Highway 31.

All being situated in Shelby County, Alabama.


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