

**THIS INSTRUMENT PREPARED BY:**

James J. Odom, Jr.  
P.O. Box 11244  
Birmingham, Alabama 35202



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Shelby Cnty Judge of Probate, AL  
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**STATE OF ALABAMA     )**

**SHELBY COUNTY         )**

**MORTGAGE**

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

**WHEREAS**, the undersigned Alabama Gaslight & Grill, Inc., an Alabama corporation, is justly indebted to Roy Martin Construction, LLC in the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000.00) (the "Indebtedness") evidenced by a non-recourse 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, Alabama Gaslight and Grill, 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:

A parcel of land lying in the NW 1/4 of the NW 1/4 of Section 20, the SW 1/4 of the SW 1/4 of Section 17 and the SE 1/4 of the SE 1/4 of Section 18, all being in Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of said Section 20; thence South 83 deg. 40 min. 34 sec. East a distance of 1.79 feet to the point of beginning, said point lying on the Easterly line of a 200 foot wide CSX Railroad R.O.W.; thence North 22 deg. 54 min. 48 sec. West along said Railroad R.O.W. a distance of 192.04 feet to the intersection of the Easterly line of said Railroad R.O.W. and the Southerly R.O.W. line of County Road #87 (80 foot R.O.W.); thence North 64 deg. 05 min. 17 sec. East along the Southerly line of said County Road #87 R.O.W. a distance of 171.07 feet; thence leaving said R.O.W. South 45 deg. 01 min. 30 sec. East a distance of 39.38 feet; thence South 20 deg. 15 min. 38 sec. West a distance of 190.30 feet; thence South 18 deg. 10 min. 04 sec. West a distance of 84.39 feet to a point on the Easterly line of said Railroad R.O.W.; thence North 22 deg. 54 min. 48 sec. West along said Railroad R.O.W. line a distance of 37.88 feet to the point of beginning; being situated in Shelby County, Alabama.

**SUBJECT TO:** (1) Current taxes; (2) Transmission Line Permits to Alabama Power Company as shown by instruments recorded in Deed Book 101, page 97, Deed Book 127 page 302, Deed Book 166 page 407, Deed Book 103 page 486 and Deed Book 165 page 122 in the Probate Office; (3) Right of Way granted to Shelby County by instrument recorded in Deed Book 244 page 129 in the Probate Office; (4) Right of Way and Rights in connection therewith granted to Louisville & Nashville Railroad by instrument recorded in Deed Book 61 page 373 in the Probate Office; (5) Less and



except any portion of the land lying within any railroad right of way; (6) Reservations, conditions and provisions pertaining to the land set out in instrument recorded as Deed Book 273 page 870 in the Probate Office; (7) Encroachment(s) of concrete flume and ditch onto and/or off of the land on the Southeasterly side as shown on unsigned and undated survey.

The proceeds of this loan have been applied toward the purchase price of the property described above conveyed to mortgagor simultaneously herewith.

The note which this mortgage secures shall become immediately due and payable upon sale or transfer of title to the Property.

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.

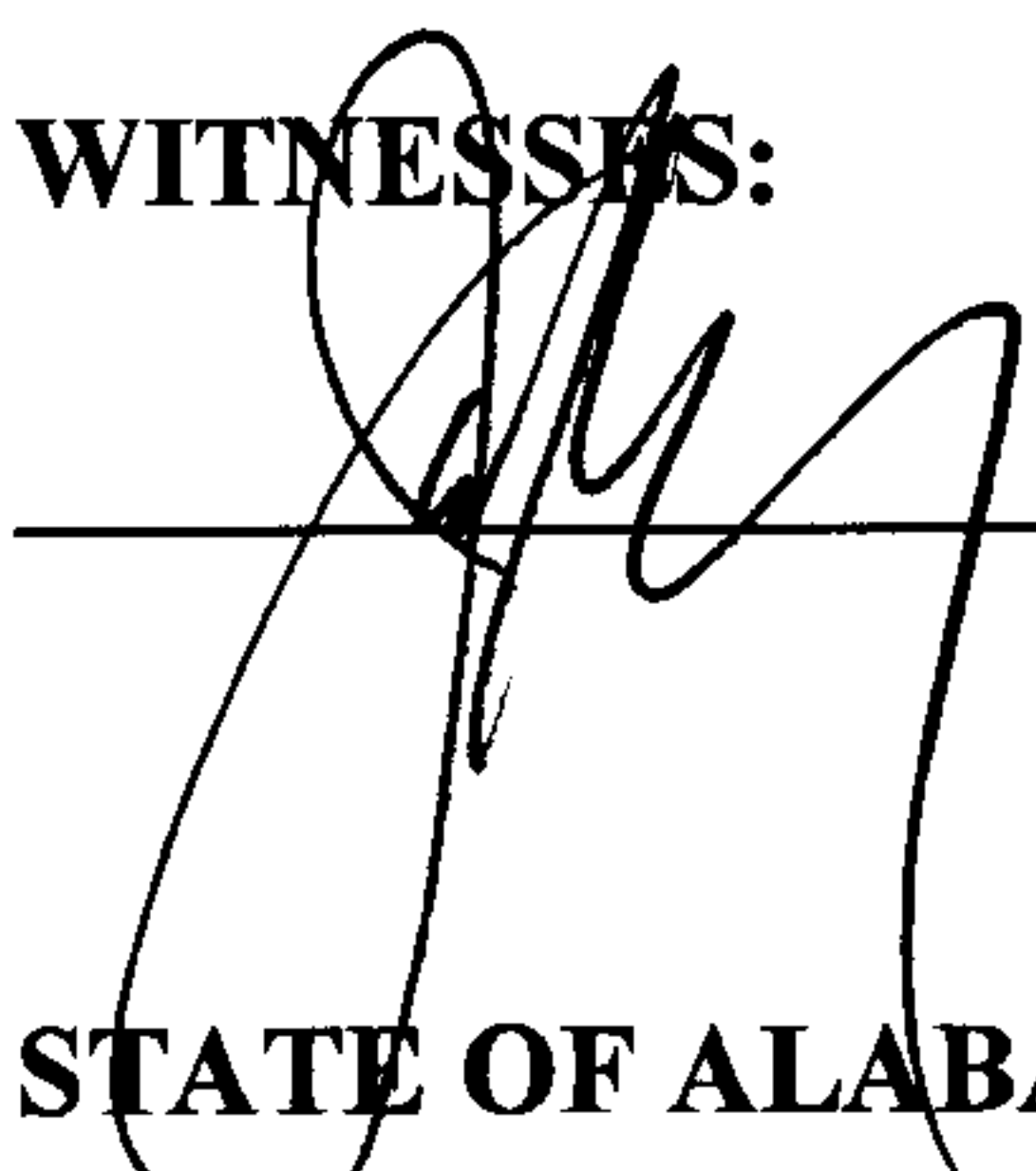
Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or if any lien filed under the Statutes of Alabama relating to the liens of mechanics and materialmen is sought to be enforced, then this mortgage is 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 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; 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.

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.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal on this the 6th day of January, 2011.

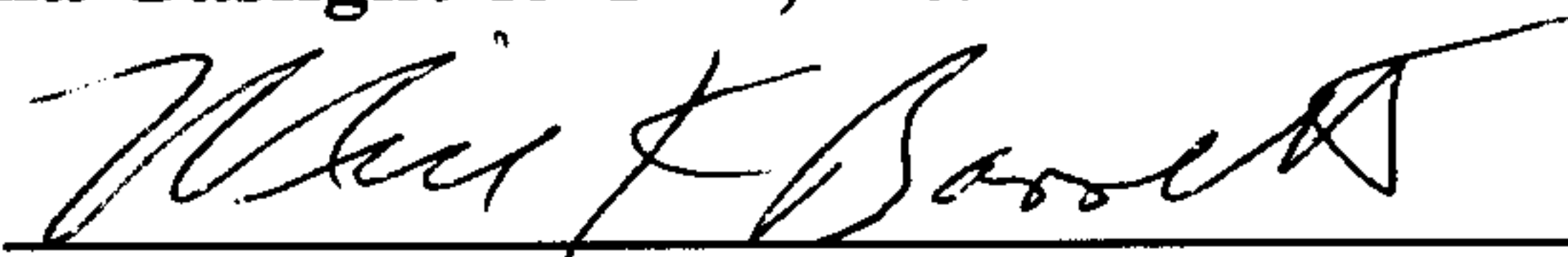
**WITNESSES:**

  
\_\_\_\_\_  
**STATE OF ALABAMA     )**

**COUNTY OF SHELBY     )**

**Alabama Gaslight & Grill, Inc.**

**By:**


  
\_\_\_\_\_  
**Michael K. Barnett**  
**As its President**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael K. Barnett, whose name as President of Alabama Gaslight & Grill, Inc., an Alabama corporation, 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 officer and with full authority, executed the same for and as the act of said corporation.

Given under my hand and official seal this 6th day of January, 2011.

  
\_\_\_\_\_  
Notary Public

My commission expires: 07/14/2011

  
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