

MORTGAGE

THIS MORTGAGE, made as of the 7th day of September, 2010, by and between Phillip Zachary Edwards, ("Mortgagor"), and Phillip and Tammy Edwards, ("Mortgagees"); binds the Parties as follows:

WHEREAS, Mortgagor is justly indebted to Mortgagees in the sum of two hundred twenty-eight thousand, four hundred six dollars and seventeen cents. DOLLARS (\$228,406.17) in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Mortgagor to Mortgagees, bearing even date herewith.

NOW, THEREFORE, in consideration of the granted premises and the sum hereinabove set forth, and to secure the payment of the Secured Indebtedness as defined herein, Mortgagees have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto Mortgagor property situated in Shelby County, Alabama, more particularly described in *Exhibits "A", "B" and "C"* attached hereto and by this reference made a part hereof.

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the property herein before described, or any part and parcel thereof; and,

TOGETHER with all and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagees of, in and to the same and of, in and to every part and parcel thereof; and,

TOGETHER with all the common elements appurtenant to any parcel, unit or lot which is all or part of the Premises; and,

ALL the foregoing encumbered by this Mortgage being collectively referred to herein as the "Premises";

TO HAVE AND TO HOLD the Premises hereby granted to the use, benefit and behalf of the Mortgagor.

EQUITY OF REDEMPTION: Conditioned, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagees, at its address listed in the Note, or at such other place which may hereafter be designated by Mortgagees, their successors or assigns, with interest, the principal sum of \$228,406.17 Dollars with final maturity, if not

sooner paid, as stated in said Note unless amended or extended according to the terms of the Note executed by Mortgagor and payable to the order of Mortgagees, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

ARTICLE ONE

COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Mortgagees as follows:

1.01 Secured Indebtedness. This Mortgage is given as security for the Note and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind arising, under the Note or this Mortgage, as amended or modified or supplemented from time to time, and any and all renewals, modifications or extensions of any or all of the foregoing (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts owed at the date hereof.

1.02 Performance of Note, Mortgage, Etc. Mortgagor shall perform, observe and comply with all provisions hereof and of the Note and shall promptly pay, in lawful money of the United States of America, to Mortgagees the Secured Indebtedness with interest thereon as provided in the Note, this Mortgage and all other documents constituting the Secured Indebtedness.

1.03 Extent of Payment Other Than Principal and Interest. Mortgagor shall pay, when due and payable, (1) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagees in the Premises or the obligations secured hereby; (2) premiums on policies of fire and other hazard insurance covering the Premises, as required herein; (3) ground rents or other lease rentals; and (4) other sums related to the Premises or the indebtedness secured hereby, if any, payable by Mortgagor.

1.04 Insurance. Mortgagor shall, at its sole cost and expense, keep the Premises insured against all hazards as is customary and reasonable for properties of similar type and nature located in Shelby County, Alabama.

1.05 Care of Property. Mortgagor shall maintain the Premises in good condition and repair and shall not commit or suffer any material waste to the Premises.

ARTICLE TWO

DEFAULTS

2.01 Event of Default. The occurrence of any one of the following events which shall not be cured within 30 days after written notice of the occurrence of the event, if the default is monetary, or which shall not be cured within 30 days after written notice from Mortgagees, if the default is non-monetary, shall constitute an "Event of Default": (a)

Mortgagor fails to pay the Secured Indebtedness, or any part thereof, or the taxes, insurance and other charges, as herein before provided, when and as the same shall become due and payable; (b) Any material warranty of Mortgagor herein contained, or contained in the Note, proves untrue or misleading in any material respect; (c) Mortgagor materially fails to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note; (d) Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any lien of any kind secured by any portion of the Premises and affecting the priority of this Mortgage.

2.02 Options Of Mortgagee Upon Event Of Default. Upon the occurrence of any Event of Default, the Mortgagees may immediately do any one or more of the following: (a) Declare the total Secured Indebtedness, including without limitation all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, without notice to Mortgagor (such notice being hereby expressly waived), to be due and collectible at once, by foreclosure or otherwise; (b) Pursue any and all remedies available under the Uniform Commercial Code; it being hereby agreed that ten (10) days' notice as to the time, date and place of any proposed sale shall be reasonable; (c) In the event that Mortgagees elect to accelerate the maturity of the Secured Indebtedness and declares the Secured Indebtedness to be due and payable in full at once as provided for in Paragraph 1.02(a) hereinabove, or as may be provided for in the Note, or any other provision or term of this Mortgage, then Mortgagees shall have the right to pursue all of Mortgagees' rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement, law, equity or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

3.01 Prior Liens. Mortgagor shall keep the Premises free from all prior liens (except for those consented to by Mortgagees).

3.02 Notice, Demand and Request. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request delivered in accordance with the provisions of the Note relating to notice.

3.03 Meaning of Words. The words "Mortgagor" and "Mortgagees" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees or agents), trusts and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them. The pronouns used herein shall include, when appropriate, either gender and both singular and plural. The word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

3.04 Severability. If any provision of this Mortgage or any other Loan Document or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

3.05 Governing Law. The terms and provisions of this Mortgage are to be governed by the laws of the State of Alabama. No payment of interest or in the nature of interest for any debt secured in part by this Mortgage shall exceed the maximum amount permitted by law. Any payment in excess of the maximum amount shall be applied or disbursed as provided in the Note in regard to such amounts which are paid by the Mortgagor or received by the Mortgagees.

3.06 Descriptive Headings. The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Mortgagees and they shall not be used in the interpretation or construction hereof.

3.07 Attorney's Fees. As used in this Mortgage, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

3.08 Exculpation. Notwithstanding anything contained herein to the contrary, the Note which this Mortgage secures is a non-recourse Note and such Note shall be enforced against Mortgagor only to the extent of Mortgagor's interest in the Premises as described herein and to the extent of Mortgagor's interest in any personality as may be described herein.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed as of the day and year first above written.

Witnesses: Betty Sue Compton Phillip Zachary Edwards
Mortgagor: Phillip Zachary Edwards


STATE OF ALABAMA

COUNTY OF SHELBY



20110301000068250 5/8 \$375.75
Shelby Cnty Judge of Probate, AL
03/01/2011 11:47:16 AM FILED/CERT

Phillip Zachary Edwards known personally to me, the undersigned Notary Public,
did this day execute the foregoing mortgage document on this the 27th day of
September, 2010.



Notary Public

Robert E. Kirby, Jr.
Print Notary Name

[SEAL]

My commission expires: 11-15-2012

EXHIBIT "A"

A parcel of land in the W ½ of NW ¼ of Section 2, Township 24 North, Range 12 East, and the NW ¼ of NW ¼ of Fractional Section 27, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of the NW ¼ of the NW ¼ of Section 27, Township 22 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the North line of said ¼ ¼ Section 375.50 feet to a point; thence turn 74 deg. 06 min. 13 sec. left and run Southwesterly 286.82 feet to the point of beginning of the property being described; thence turn 8 deg. 43 min. 25 sec. right and run Southwesterly 137.49 feet to a point; thence turn 20 deg. 38 min. 40 sec. left and run 253.15 feet to a point; thence turn 35 deg. 46 min. 48 sec. left and run Southeasterly 438.56 feet to a point on an existing fence line; thence turn 100 deg. 37 min. 17 sec. left and run Northeasterly along said fence line 163.95 feet to a point; thence turn 20 deg. 52 min. 15 sec. left and run Northeasterly 160.51 feet to a point; thence turn 16 deg. 45 min. 23 sec. right and run Northeasterly 192.08 feet to a point; thence turn 96 deg. 55 min. 19 sec. left and run Northwesterly 599.43 feet to the point of beginning; being situated in Shelby County, Alabama.

Along with a proposed 20 foot easement along an existing gravel drive the centerline of which is described as follows:

Commence at the Northeast corner of the NW ¼ of the NW ¼ of Section 27, Township 22 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the North line of said ¼ ¼ section 375.50 feet to a point; thence turn 74 deg. 06 min. 13 sec. left and run 286.82 feet to a point; thence turn 69 deg. 21 min. 42 sec. left and run Southeasterly 583.43 feet to a point in the centerline of an existing gravel road and the point of beginning on the centerline, of the easement being described; thence turn 96 deg. 55 min. 19 sec. right and run Southwesterly along centerline of said road 192.42 feet to a point; thence turn 16 deg. 02 min. 15 sec. left and run along centerline of said road 160.51 feet to a point; thence turn 22 deg. 27 min. 45 sec. right and run Southwesterly along centerline of said road 162.97 feet to a point on the Southernmost line of subject property and the end of required easement.



20110301000068250 7/8 \$375.75
Shelby Cnty Judge of Probate, AL
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EXHIBIT "B"

A parcel of land in the Fractional Section 27, Township 22 South, Range 3 West and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, described as follows:

Commence at the Northwest corner of Section 27, Township 22 South, Range 3 West, Shelby County, Alabama and run thence Easterly along the North line of said Section 27 a distance of 940.34 feet to a point; thence turn 105 deg. 53 min. 47 sec. to the right and run Southwesterly a distance of 146.93 feet to the point of beginning of the property being described; thence continue along last described course 139.89 feet to a point; thence run 69 deg. 21 min. 42 sec. to the left and run Southeasterly 599.43 feet to a point; thence turn 82 deg. 56 min. 31 sec. to the left and run northeasterly 250.00 feet to a point; thence turn 106 deg. 50 min. 38 sec. left and run Northwesterly 689.49 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT "C"

A part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 27, Township 22 South, Range 3 West, Shelby County, Alabama more particularly described as follows:

Begin at the Northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 27, Township 22 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the North line of said quarter-quarter a distance of 375.50' to a point; thence turn an angle of 74 deg. 06 min. 13 sec. left and run Southwesterly a distance of 146.93 feet to a point thence turn an angle of 79 deg. 08 min. 51 sec. to the left and run Southeasterly a distance of 689.49 feet to a point; thence turn an angle of 73 deg. 09 min. 22 sec. left and run northeasterly a distance of 30.0 feet to a point; thence turn an angle of 4 deg. 28 min. 32 sec. left and continue Northeasterly a distance of 265.86 feet to a point; thence turn an angle of 3 deg. 30 min. 57 sec. left and continue Northeasterly a distance of 275.05 feet to a point on the North line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of same said Section 27. Thence turn an angle of 125 deg. 36 min. 05 sec. left and run Westerly along the North line of said quarter-quarter a distance of 548.50 feet to the point of beginning, and subject to all agreements, easements, restrictions, limitations/or applicable laws of probated record or statutory enactment.

ALSO:

An easement being 20 feet in width and more particularly described as follows:

Commence at the northwest corner of Section 27, Township 22 South, Range 3 West, Shelby County, Alabama and run thence easterly along the north line of said Section 27 a distance of 940.34 feet to the northwesternmost corner of a 6.30 acre parcel of land; thence turn a deflection angle of 105 deg. 53 min. 47 sec. to the right and run southwesterly a distance of 146.93 feet to the southwesternmost corner of same said 6.0 acre parcel; thence turn a deflection angle of 79 deg. 08 min. 51 sec. to the left and run southeasterly along the southernmost line of same said 6.0 acre parcel a distance of 677.06 feet to a point on the said south line of same said 6.30 acre parcel and the point of beginning, on centerline, of the easement being described. Thence turn a deflection angle of 104 deg. 16 min. 35 sec. right and run southwesterly a distance of 1148.58 feet to a point; thence turn a deflection angle of 12 deg. 27 min. 14 sec. to the right and continue southwesterly a distance of 75.29 feet to a point; thence turn a deflection angle of 12 deg. 31 min. 15 sec. to the left and run a distance of 269.385 feet to a point; thence turn a deflection angle of 6 deg. 15 min. 45 sec. to the left and run a distance of 207.63 feet to a point; thence turn a deflection angle of 18 deg. 53 min. 38 sec. to the right and run a distance of 68.63 feet to a point; thence turn a deflection angle of 10 deg. 18 min. 03 sec. to the right and run a distance of 79.32 feet to a point; thence turn a deflection angle of 8 deg. 26 min. 36 sec. to the right and run a distance of 160.27 feet to a point; thence turn a deflection angle of 10 deg. 09 min. 36 sec. to the right and run a distance of 179.10 feet to a point; thence turn a deflection angle of 7 deg. 55 min. 29 sec. to the left and run a distance of 148.70 feet to a point; thence turn a deflection angle of 8 deg. 12 min. 11 sec. to the left and run a distance of 82.99 feet to a point; thence turn a deflection angle of 13 deg. 07 min. 05 sec. to the left and run a distance of 251.42 feet to a point; thence turn a deflection angle of 12 deg. 09 min. 55 sec. to the right and run southwesterly a distance of 103.81 feet to the intersection of the easterly right-of-way line of Highway Number 216 and the end of required easement. Centerline of just described proposed easement is along the centerline of an existing dirt road from the point of beginning to the end of easement.