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Shelby Cnty Judge of Probate, AL
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MORTGAGE AGREEMENT

THIS INDENTURE, made as of the 9th day of February, 2010, by and between Landon Robertson and Lindsey Robertson, hereinafter called "Mortgagors", and J. Clayton Davie, Jr., hereinafter called "Mortgagee". The term "Mortgagor" or "Mortgagors" may be used interchangeably and shall include said persons individually and collectively as it is understood and agreed that each of them individually and separately are bound by the terms of this Mortgage Agreement and the Promissory Note executed contemporaneously herewith.

WITNESSETH:

AMOUNT OF LIEN: The principal sum of Eighty-eight Thousand, seven hundred, ninety-three, and 65/100 Dollars ($88,793.65), plus any and all amounts due under the Promissory Note executed contemporaneously herewith.

WHEREAS, Mortgagors are individually, collectively, and justly indebted to Mortgagee in the sum of Eighty-eight Thousand, seven hundred, ninety-three, and 65/100 Dollars ($88,793.65), plus any and all amounts due under the Promissory Note executed contemporaneously herewith, in lawful money of the United States, and have agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Promissory Note") given by Mortgagors to Mortgagee, bearing even date herewith.

DESCRIPTION OF PROPERTY SUBJECT TO LIEN: "PREMISES".

The land referred to herein below is situated in the county of shelby, state of alabama, and is described as follows:

> Lot 25, according to the survey of Canyon Park Townhomes, as recorded in map book 19, page 19, in the probate office of Shelby County, Alabama, being situated in Shelby County, Alabama. Property is commonly known as: 123 Canyon Park Place, Pelham, Al 35124

NOW, THEREFORE, in consideration of the premises and the sum herein-above set forth, and to secure the payment of the Secured Indebtedness as defined herein, Mortgagors have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto Mortgagee the property situated in Shelby County, Alabama, more particularly described herein-above as the "Premises;"

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the property hereinbefore 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 Mortgagors, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the

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reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagors of, in and to the same and of, in and to every part and parcel thereof; and,

TOGETHER with all appliances, machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures of every kind and nature whatsoever (hereinafter collectively called "Appliances"), now or hereafter located in, upon or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Mortgagors; 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 Mortgagee, forever.

U.C.C. SECURITY AGREEMENT

It is agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to join with the Mortgagee in the execution of any financing statements and to execute any and all other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

EQUITY OF REDEMPTION

Conditioned, however, that if Mortgagors shall promptly pay or cause to be paid to Mortgagee, at its address listed in the Note, or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest, the principal sum of Eighty-eight Thousand, seven hundred, ninety-three, and 65/100 Dollars ($88,793.65), plus any and all amounts due under the Promissory Note, 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 Mortgagors and payable to the order of Mortgagee, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

ARTICLE ONE

COVENANTS OF MORTGAGORS

Mortgagors covenant and agree with Mortgagee as follows:

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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.

Mortgagors shall perform, observe and comply with all provisions hereof and of the Promissory Note and shall promptly pay, in lawful money of the United States of America, to Mortgagee the Secured Indebtedness with interest thereon, and all other costs and/or expenses as provided in the Note, this Mortgage and all other documents constituting the Secured Indebtedness. All of the terms and conditions contained in the referenced Promissory Note are hereby incorporated herein by reference, all as if they were expressly set forth herein.

In the event of any default under the terms of the contemporaneously executed Promissory Note, and notwithstanding anything contained herein or the referenced Promissory Note to the contrary, the Mortgagee shall have the right to demand all sums due under Promissory Note to be immediately payable in full.

1.03 Extent Of Payment Other Than Principal And Interest.

Mortgagors 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 Mortgagee 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 Mortgagors.

This Mortgage Agreement shall also protect Mortgagee and act as security for and to the full extent of any and all other payments made by Mortgagee to preserve, maintain, repair, and/or protect the property until all amounts due and owing under the referenced Promissory Note are paid in full.

1.04 Insurance.

Mortgagors shall, at their 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. Mortgagee shall be designated as loss-payee with respect to said insurance and Mortgagors hereby assign to Mortgagee, all such proceeds.

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1.05 Care of Property.

Mortgagors shall maintain the Premises in good condition and repair and shall not commit or suffer any material waste to the Premises.

1.06 Priority and Protection of Mortgagee's Interests.

Mortgagors shall in no event allow or cause any encumbrance, lien, or other charge or debt to be incurred against the Premises, or in any manner pledge the Premises as collateral or security, or do anything which will prejudice, impair, or subordinate Mortgagee's rights hereunder or under the terms of the referenced Promissory Note.

1.07 Notice of Prejudice

Mortgagors shall give immediate written notice to Mortgagee of any event or circumstance which may affect their individual or collective abilities to fulfill any term hereunder or under the terms of the Promissory Note. Mortgagors shall also give immediate written notice to Mortgagee of any event or circumstance which may impair, prejudice, subordinate, or in any way whatsoever effect Mortgagee's rights and/or security interest hereunder or under the terms of the Promissory Note.

ARTICLE TWO

DEFAULTS

2.01 Event of Default.

The occurrence of any one of the following events which shall not be cured within five (5) days after written notice of the occurrence of the event, shall constitute an "Event of Default":

(a) Mortgagors fail to pay the Secured Indebtedness, or any part thereof, or the taxes, insurance and/or any other charges, as hereinbefore provided, when and as the same shall become due and payable;

(b) Mortgagors fail to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in this Mortgage Agreement, or in the Promissory Note;

(c) 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 and/or Mortgagee's security interest.

(d) Bankruptcy or debtor relief proceedings of any nature whatsoever (whether voluntary or involuntary) by either or both Mortgagors.

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(e) Divorce or any proceeding to partition interests in the Premises initiated by either of the Mortgagors.

(f) The creation or assertion of any lien, encumbrance, pledge, or assignment affecting the Premises by either of the Mortgagors or any third person, party or entity.

(g) Any act or event which could impair or prejudice Mortgagee's rights hereunder or under the Promissory Note

2.02 Options Of Mortgagee Upon Event Of Default.

Upon the occurrence of any Event of Default, the Mortgagee 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 Mortgagors (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 Mortgagee elects 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 2.02(a) herein-above, or as may be provided for in the Promissory Note, or any other provision or term of this Mortgage Agreement, then Mortgagee shall have the right to pursue all of Mortgagee's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage Agreement, 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 Agreement and any applicable state or federal law.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

3.01 Liens.

Mortgagors shall keep the Premises free from all liens and encumbrances except for those expressly consented to by the Mortgagee in writing.

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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 Promissory Note relating to notice

3.03 Meaning of Words.

The words "Mortgagor" and "Mortgagee" 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.

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 herein-above 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 Agreement 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 Agreement 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 Promissory Note in regard to such amounts which are paid by the Mortgagors or received by the Mortgagee.

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 Mortgagors or Mortgagee and they shall not be used in the interpretation or construction hereof.

3.07 Attorney's Fees.

As used in this Mortgage Agreement, 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.

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Mortgagee ______________ 2/9/10
J. Clayton Davie, Jr., 900 Woodfern Court, Birmingham, Alabama 35244

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

______________________ ______________________
LANDON ROBERTSON Witness

STATE OF ALABAMA)
COUNTY OF SHELBY)

On this, the 19th day of April, 2010, before me a notary public, the undersigned officer, personally appeared LANDON ROBERTSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

______________________ Notary Public

My Commission expires 3/5/2012

ANGEL MOORE
MY COMMISSION EXPIRES
MAR
05
2012
SHELBY COUNTY
NOTARY PUBLIC

______________________ ______________________
LINDSEY ROBERTSON Witness

STATE OF ALABAMA)
COUNTY OF SHELBY)

On this, the 19th day of April, 2010, before me a notary public, the undersigned officer, personally appeared LINDSEY ROBERTSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

______________________ Notary Public

My Commission expires 3/5/2012

ANGEL MOORE
MY COMMISSION EXPIRES
MAR
05
2012
SHELBY COUNTY
NOTARY PUBLIC

Document Prepared by:
J. CLAYTON DAVIE, JR.
900 WOODFERN CT.
Birm, AL 35244

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