


This instrument prepared by:
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Cunningham Firm, LLC
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MORTGAGE

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

THIS INDENTURE made and entered into this the 28rd day of December, 2011, by and between **Calera Commercial, LLC**, an Alabama limited liability company (hereinafter referred to as "MORTGAGOR"), and **BDH Development, LLC**, a Georgia limited liability company (hereinafter referred to as "MORTGAGEE").

WITNESSETH:

WHEREAS, the said MORTGAGOR is justly indebted to the MORTGAGEE in the principal sum of **ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$155,000.00)** as evidenced by a promissory note of even date herewith and payable according to the terms provided in said note; and,

WHEREAS, MORTGAGOR agreed, incurring this indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW, THEREFORE, the MORTGAGOR, in consideration of the premises, and to secure the payment of said indebtedness and the compliance with all the stipulations herein contained, has bargained and sold, and does hereby grant, bargain, sell, alien, and convey unto the MORTGAGEE, its successors and assigns, the following described real estate, lying and being situated in the County of Jefferson, State of Alabama, to-wit:

See **Exhibit A**.

TOGETHER WITH all buildings, materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the MORTGAGOR for the purpose of or used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. The personal property herein conveyed and mortgaged shall include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building material and equipment of every kind and character used or useful in connection with said improvements. Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatus, elevators, ice boxes, plumbing and other fixtures appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the said property, and every part thereof, unto the MORTGAGEE, its successors and assigns forever, and the undersigned covenants with the MORTGAGEE that the undersigned is lawfully seized in fee simple of said premises and has a good right to sell and convey the same as aforesaid; that the said premises are free of all encumbrances and the undersigned will warrant and forever defend the title to the same unto the MORTGAGEE, its successors and assigns, against the lawful claims of all persons whomsoever.

And for the purpose of further securing the payment of said indebtedness, the undersigned hereby agrees to pay all taxes, assessments, or other liens taking priority over this mortgage, when imposed legally upon said premises, and should default be made in the payment of same, or any part thereof, said MORTGAGEE, at its option, may pay the same; and to further secure said indebtedness first above named and every portion thereof, the undersigned agrees to keep said property continuously insured in such manner and in such companies as may be satisfactory to the MORTGAGEE, for at least \$155,000.00 against loss by fire, and \$155,000.00 against loss by tornado, with loss, if any, payable to said MORTGAGEE, as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to said MORTGAGEE; and, if the undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said MORTGAGEE, then the said MORTGAGEE, its successors or assigns may, at its or their option, insure said property for its insurable value against loss by fire and tornado, for its or their own benefit, the proceeds from such insurance, if collected to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or at the election of the MORTGAGEE, may be used in repairing or reconstruction of the premises; all amounts so expended by said MORTGAGEE for insurance, or for the payment of taxes, assessments, or any other prior liens, shall become a debt due and at once payable, without demand upon or notice to any person, to said MORTGAGEE, and without notice to any person, the MORTGAGEE may declare the entire indebtedness secured by this mortgage due and payable, and this mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.

The undersigned agrees to take good care of the premises above described, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

The undersigned agrees that no delay or failure of the MORTGAGEE to exercise any option to declare the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the undersigned, and by the MORTGAGEE, by an officer thereof.

After any default on the part of the MORTGAGOR, the MORTGAGEE shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, be entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, which power to lease and control the said premises, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the MORTGAGOR pays said indebtedness secured by this mortgage, and reimburses said MORTGAGEE, its successors or assigns for any amounts MORTGAGEE, its successors or assigns may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said MORTGAGEE, its successors or assigns under the authority of any of the provisions of this mortgage, or should said indebtedness hereby secured, or any part hereof, or any interest thereon, remain unpaid at maturity, or should the interest of said MORTGAGEE in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereof, so as to endanger the debt hereby secured, or should any law, either Federal or State, be passed imposing or authorizing the imposition of any specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage, or by virtue of which any tax or assessment upon the mortgaged premises shall be chargeable against that owner of said mortgage, or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, in any one of said events, the whole of the indebtedness hereby secured, or any portion of part of same as may not at said date have been paid, with interest thereof, shall at once become due and payable at the option of said MORTGAGEE, and this mortgage be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and, the MORTGAGEE, its agents, successors 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 publication once a week for the consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the County wherein said property is located, sell the same in front



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of the Courthouse door of the County wherein said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of said 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 then be necessary to expend, in paying insurance, taxes and/or other encumbrances, with interest thereof; Third, to the payment in full of the principal indebtedness and interest thereof, 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 MORTGAGOR.

And the undersigned further agrees that said MORTGAGEE, its successors, or assigns, may bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefore, and the undersigned further agrees to pay a reasonable attorney's fee to said MORTGAGEE, its successors or assigns, for the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, said fee to be part of the debt hereby secured.

In the event of a sale hereunder, the MORTGAGEE, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.

The undersigned agrees that the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided, at the option of the holder hereof, when and 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, or which such statement is based.

Plural or singular words used herein to designate the undersigned, the MORTGAGOR, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation; and, all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the MORTGAGEE, shall inure to the benefit of its successors and assigns.


The said indebtedness of \$10,000.00, is secured hereby in accordance with a Note of even date herewith, the terms of which are incorporated as a part hereof. In the event of default in the terms of said Note, or any other contract or agreement between MORTGAGOR and MORTGAGEE, such default shall be an event of default entitling the MORTGAGEE herein to foreclose this mortgage in accordance with the terms hereof.

IN WITNESS WHEREOF, Calera Commercial, LLC has caused this instrument to be executed on this the 28th day of December, 2011.

CALERA COMMERCIAL, LLC

By: _____

Its: _____


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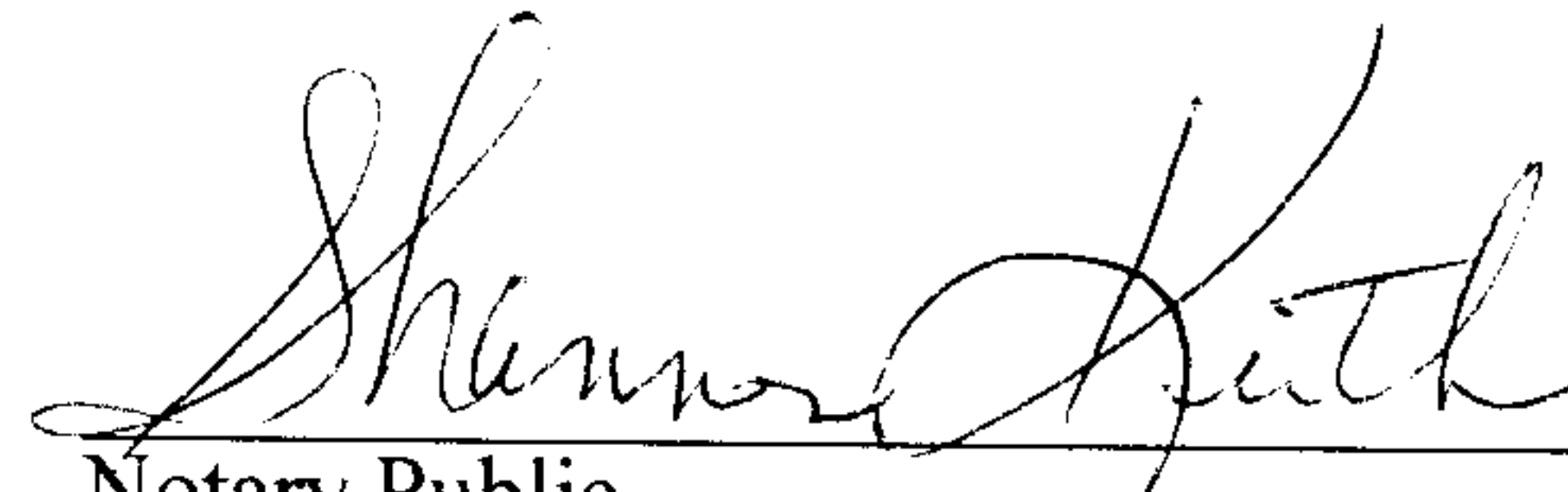
ACKNOWLEDGEMENT

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Claude Tindle, whose name as Manager and authorized person for Calera Commercial, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 28th day of December, 2011.

[Notarial Seal]



Notary Public
My Commission Expires: 8.22 - 2015



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EXHIBIT A

Property Description

From a 1.5" pipe accepted as the Northwest of the Northwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ of Section 4, Township 24 North, Range 13 East, being the point of beginning of herein described parcel of land; run thence East along the accepted North boundary of said Northwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ for a distance of 1322.13 feet to a $\frac{1}{2}$ " crimped pipe accepted as the Northeast corner of said Northwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$; thence turn 86 degrees 18 minutes 03 seconds right and run 650.05 feet along the accepted East boundary of said Northwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ to a $\frac{1}{2}$ " rebar at the Southeast corner of the North $\frac{1}{2}$ - Northwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ of aforementioned Section 4, Township 24 North, Range 13 East; thence turn 93 degrees 51 minutes 37 seconds right and run 887.18 feet along the accepted South boundary of said North $\frac{1}{2}$ - Northwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ to a $\frac{1}{2}$ " rebar; thence turn 86 degrees 28 minutes 59 seconds right and run 597.23 feet along an accepted property line to a $\frac{1}{2}$ " rebar; thence turn 86 degrees 38 minutes 39 seconds left and run 439.00 feet along an accepted property line to a $\frac{1}{2}$ " rebar on the accepted West boundary of said North $\frac{1}{2}$ - Northwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$; thence turn 86 degrees 38 minutes 13 seconds right and run 50.08 feet to the point of beginning of herein described parcel of land. Situated in the North $\frac{1}{2}$ - Northwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama.

