

THIS INSTRUMENT PREPARED BY AND
UPON RECORDING PLEASE RETURN TO:

Denise Killebrew
Baker, Donelson, Bearman,
Caldwell & Berkowitz, PC
420 20th Street North, Suite 1600
Birmingham, Alabama 35203

SECOND MORTGAGE AND FIXTURE FILING

STATE OF ALABAMA)

SHELBY COUNTY)

THIS INSTRUMENT IS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT WHICH IS BEING FILED AS AND SHALL CONSTITUTE A MORTGAGE AND A FIXTURE FILING IN ACCORDANCE WITH ALABAMA CODE SECTION 7-9A-502(C) AND SHOULD BE CROSS-INDEXED IN THE INDEX OF FIXTURE FILINGS. DEBTOR IS THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED HEREIN. THE NAMES AND ADDRESSES OF DEBTOR ("MORTGAGOR" HEREIN) AND THE SECURED PARTY ("MORTGAGEE" HEREIN) ARE SET FORTH BELOW.

THIS SECOND MORTGAGE (this "Mortgage") made and entered into as of the 16th day of January, 2012, between **GARY C. AND MARY E. WYATT**, husband and wife (hereinafter collectively called "Mortgagor"), as mortgagor, and **SOUTH OAK FINANCIAL, LLC**, an Alabama limited liability company (hereinafter, said mortgagee and any subsequent holder of the Mortgage are referred to as the "Mortgagee"), as mortgagee.

WITNESSETH:

WHEREAS, Mortgagor is justly indebted to Mortgagee on a loan in the principal sum of up to ONE HUNDRED FIFTY THOUSAND EIGHTEEN DOLLARS and 69/100ths (\$150,000.69) (the "Loan"), as evidenced by a Promissory Note (the "Note") dated as of the date hereof, payable to Mortgagee; and

WHEREAS, the parties desire to secure the principal amount of the Note, whether absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and modifications thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (herein the "Indebtedness");

NOW, THEREFORE, the undersigned Mortgagor, in consideration of the Indebtedness above mentioned, and to secure the prompt payment of same, and any extension or renewals of same, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, has bargained and sold and does hereby GRANT, BARGAIN, SELL and CONVEY and ASSIGN unto Mortgagee, its successors and assigns, that certain tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with all buildings, improvements, and fixtures located or hereafter constructed on the Land (hereinafter sometimes referred to as the "Mortgaged Property");

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns forever, subject, however, to the terms and conditions herein;

AND Mortgagor covenants and agrees with Mortgagee as follows:

ARTICLE I

COVENANTS OF MORTGAGOR

1.01 Warranty of Title. Gary Wyatt and Mary Wyatt are lawfully seized of an indefeasible estate in fee simple in the Land and real property hereby mortgaged as joint tenants with rights of survivorship, and have good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, and, the Mortgaged Property does not constitute homestead property of the Mortgagor. Notwithstanding the foregoing, Mortgagor acknowledges that the Mortgaged Property is subject to that certain mortgage granted by Mortgagor in favor of Mortgagee, recorded in Instrument Number 2001-23172, as assigned to SouthTrust Bank, N.A. in Instrument No. 2001-23173, as modified in Instrument No. 20030701000413180 in the Office of the Judge of Probate of Shelby County, Alabama (the "Prior First Mortgage"), securing indebtedness in the original principal amount of \$275,000.00 as reflected by that certain promissory note executed by Mortgagor in favor of Mortgagee dated May 31, 2001 (the "First Note"), and those certain other permitted exceptions described on Exhibit B attached hereto.

1.02 Performance of Note and Mortgage. Mortgagor will perform, observe and comply with all provisions hereof and of the Note secured hereby, and will duly and punctually pay to Mortgagee the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by the Mortgagor pursuant to the provisions of this Mortgage, the First Note and the Prior First Mortgage, all without any deductions or credit for taxes or other similar charges paid by Mortgagor.

1.03 Covenant to Pay Taxes, Etc. Mortgagor, from time to time when the same shall become due, shall pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and licenses fees, all water and sewer rents and charges, all charges for public utilities, and all other public charges whether of a like or different nature, ordinary or extraordinary, foreseen or unforeseen, imposed upon or assessed against them or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof being hereinafter sometimes collectively referred to as "taxes and other assessments".

1.04 Condemnation. In the event that the Mortgaged Property or any part thereof, is taken under the power of eminent domain or by condemnation, the Mortgagee, its successors and assigns, shall as a matter of right be entitled to the entire proceeds of the award which is hereby assigned to the Mortgagee, its successors and assigns. Mortgagee is authorized in the name of Mortgagor to execute and deliver valid acquittances thereof and to appeal from any such award.

1.05 Insurance. To further secure said indebtedness, the Mortgagor shall keep the Mortgaged Property and all improvement thereon insured against loss or damage by fire, lightning, hurricane and tornado for the fair and reasonable insurable value thereof.

1.06 Care of the Property. The Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof; will not permit nor perform any act which would in any way impair the value of the Mortgaged Property; and shall not demolish any building or improvement located on said Property without the written consent of Mortgagee.

1.07 Inspection. The Mortgagee or its duly authorized representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time after at least five (5) days' written notice to Mortgagor.

1.08 Compliance. The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

1.09 Performance by Mortgagee of Defaults by Mortgagor. If Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; or in the performance or observance of any other covenant, condition or term of this Mortgage, and the period applicable thereto within which Mortgagor may correct the same has expired, then Mortgagee, at its option may perform or observe the same, and all payments made for costs or incurred by Mortgagee in connection therewith, shall be secured hereby and shall be upon demand, be repaid by Mortgagor to Mortgagee within thirty (30) days written notice from Mortgagee. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Mortgagor, or any person in possession holding under Mortgagor.

1.10 Transfer of Mortgaged Property. Mortgagor shall not sell, assign, encumber or otherwise convey the Mortgaged Property or any part thereof, without obtaining the prior written consent of Mortgagee. Any such sale, transfer, conveyance or encumbrance made without Mortgagee's prior written consent shall be void. It is agreed that if Mortgagee is willing to consent to any transfer of the benefits of this Mortgage not expressly authorized hereunder, Mortgagee may impose conditions for such consent, including, without limitation, requirements: (i) that the purchaser establish satisfactory credit and ability to operate the Mortgaged Property to Mortgagee's satisfaction; (ii) that the purchaser specifically assume all obligations of Mortgagor to be performed under this Mortgage and Note secured hereby; (iii) that reasonable fees be paid to the Mortgagee at the time of such transfer in order to cover all costs and expenses, including attorneys' fees, incurred in reviewing the proposed purchaser and determining appropriate conditions to assignment; (iv) that the interest rate provided for under the Note be increased or the maturity date stated therein shortened; or (v) that such purchaser agree to additional restrictions on further transfers.

1.11 Liens. Any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged or bonded off by Mortgagor and shall not be permitted to take priority over the lien of this Mortgage, provided that Mortgagor, upon first furnishing to Mortgagee such security as shall be satisfactory to Mortgagee for the payment of all liability, costs and expenses of the litigation, may in good faith contest, at Mortgagor's expense, the validity of any such lien or liens.

1.12 Assignment of Rents. Mortgagor hereby assigns unto Mortgagee, its successors and assigns, the rents, if any, accrued and to accrue from all tenants in occupancy of the Mortgaged Property, or any part thereof, during the lifetime of this Mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained, Mortgagor shall have the privilege of collecting and receiving all rents accruing under leases or contracts of tenancy for the Mortgaged Property, or any part thereof.

1.13 Subsequent Legislation. In the event of the enactment of any law by the State of Alabama, after the date of this Mortgage, deducting from the value of the land for the purpose of taxation any lien thereon, or imposing any liability upon Mortgagee, in respect of the indebtedness secured hereby,

or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this Mortgage, Mortgagor shall pay any such obligation imposed on Mortgagee thereby, and in the event Mortgagor fails to pay such obligation or is prohibited by law from making such payment, the whole of the principal sum secured by this Mortgage, together with the interest due thereon shall, at the option of Mortgagee, without notice to any party, become immediately due and payable.

1.14 Covenant with Respect to Prior First Mortgage. This is a second mortgage, subject and subordinate only to the Prior First Mortgage and any modification, extension, replacement or renewal thereof other than those which increase the amount secured thereunder, and only to the amounts from time to time remaining unpaid thereon. Mortgagor shall perform, observe and comply with all provisions of the Prior First Mortgage. If any default occurs in the performance, observance or compliance with any provision of the Prior First Mortgage, or in the performance, observance or compliance with any provision of the First Note (which default(s) continue(s) beyond any applicable cure period), such default shall constitute an Event of Default hereunder, as such term is defined in Section 2.01 herein, and in such event, the entire balances of the Note and First Note shall at once become due and payable without notice at the option of Mortgagee.

ARTICLE II **EVENTS OF DEFAULT**

2.01 Event of Default. The term "Event of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by Mortgagor to pay when due the principal or interest under the Note or the First Note;

(b) Failure by Mortgagor to duly observe any other covenant, condition or agreement contained in this Mortgage, the Note, the First Mortgage, the First Note or in any other document executed by Mortgagor relating to the Loan;

(c) The filing by Mortgagor of a voluntary petition in bankruptcy, or Mortgagor's adjudication as a bankrupt or insolvent, or the filing by Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for themselves under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Mortgagor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of all of any substantial part of the Mortgaged Property or of any or all the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of credits or the admission in writing of its inability to pay its debts generally as they become due; or

(d) The entry by a court of competent jurisdiction of an order, judgment, or decree approving a petition filed against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Mortgagor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof without

the consent or acquiescence of Mortgagor which appointment shall remain unvacated and unstayed for an aggregate for thirty (30) days (whether or not consecutive).

(e) The occurrence of any act or condition whereby the interest of Mortgagee in the Mortgaged Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; and

(f) The occurrence of any act or condition occasioned or suffered to be occasioned by Mortgagor whereby the security of this Mortgage shall be weakened, diminished, or impaired, in the reasonable judgment of the Mortgagee.

2.02 Acceleration of Maturity. If any Event of Default shall have occurred, then the entire principal amount of the indebtedness secured hereby and all other obligations of Mortgagor to Mortgagee, including those pursuant to the First Note, shall, at the option of Mortgagee, become due and payable without notice or demand, time being of the essence; and any omission on the part of Mortgagee to exercise such option when entitled to do so shall not be considered as a waiver of such right.

2.03 Right of Mortgagee to Enter and Take Possession.

(a) If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Mortgaged Property; and if and to the extent permitted by law Mortgagee may enter and take possession of all the Mortgaged Property, and may exclude Mortgagor and his agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in his name or otherwise, with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Mortgagee, all as Mortgagee from time to time may determine to be to its best advantage; and Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting: (1) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (3) the cost of such insurance; (4) such taxes and other assessments and other charges prior to the lien of this Mortgage as Mortgagee may determine to pay; (5) other proper charges upon the Mortgaged Property or any part thereof; and (6) the reasonable compensation, expenses and disbursements of the attorneys and agent of Mortgagee; shall apply the remainder of the money so received by Mortgagee, first to the payment of accrued interest; then to the payment of tax deposits; and finally to the payment of overdue installments of principal.

2.04 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy: (a) to enforce payment of the Note or the performance of any term thereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided

by law; and (c) to pursue any other remedy available to it, all as Mortgagee shall deem most effectual for such purposes. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Mortgagee may determine.

2.05 Power of Sale. If an Event of Default shall have occurred, Mortgagee may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Courthouse door in the county where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in a general circulation newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Mortgagee may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect.

2.06 Application of Foreclosure Proceeds. The proceeds of any foreclosure sale pursuant to Article II shall be applied as follows:

(a) First, to the reasonable expenses of making the sale including a reasonable attorney's fee for such services as may be necessary in the collection of said indebtedness or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;

(c) Third, to the payment and satisfaction of the indebtedness hereby secured; and

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of the sale after deducting any expense of ascertaining who is such owner.

2.07 Mortgagee's Option on Foreclosure. At the option of Mortgagee, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Mortgagee exercises its option to foreclose the Mortgage in equity, Mortgagee may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Mortgagor, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.08 Waiver of Exemption. Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage.

2.09 Additional Waivers. In granting this Mortgage, Mortgagor waives any and all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the Property to which Mortgagor may be entitled under the laws of the State of Louisiana. Mortgagor is also waiving the production of mortgage, conveyance and any and all other certificates and relieves and releases the Notary Public before whom this Mortgage was passed from all responsibility and liability in connection therewith. Mortgagor has waived, and/or does by these presents waive, demand, presentment

for payment, protest, notice of protest and notice of non-payment under any and all of the Indebtedness secured by this Assignment. Mortgagor has further waived, and/or does by these presents waive, all pleas of division and discussion with regard to the Indebtedness and agrees that Mortgagor shall remain liable together with all guarantors, endorsers and sureties of the Indebtedness on a "joint and several" or "solidary" basis. Mortgagor further agrees that discharge or release of any party who is or will be liable under any of the Indebtedness, or the release of any collateral directly or indirectly securing repayment of the same, shall not have the effect of releasing Mortgagor, and/or the Property, and/or any other party or parties guaranteeing payment of the Indebtedness, who shall remain liable to Mortgagee, and/or of releasing any other collateral that is not expressly released by Mortgagee.

2.10 Suits to Protect the Mortgaged Property. Mortgagee shall have power: (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of the Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder.

2.11 Delay or Omission-No Waiver. No delay or omission of the Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

2.12 No Waiver of One Default to Affect Another, etc.. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon. If the Mortgagee: (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note; (d) releases any part of the Mortgaged Property from the lien of the Mortgage or otherwise changes any of the terms of the Note or Mortgage; (e) consents to the granting of an easement thereon; or (f) makes or consents to any agreement subordinating the lien or change hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, Mortgage or otherwise of the Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee shall the lien of this Mortgage be altered thereby.

2.13 Discontinuance of Proceedings - Position of Parties Restored. In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken.

2.14 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE III
MISCELLANEOUS

3.01 Release. This Mortgage is given upon the condition that if Mortgagor shall pay or cause to be paid to Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and Mortgagor shall keep, perform and observe all and singular the covenants and promises in the Note, and any renewal, extension or modification thereof, expressly to be kept, performed and observed by and on the part of Mortgagor, and Mortgagor shall keep, perform and observe all and singular the covenants and promises in this Mortgage expressly to be kept, performed and observed by and on the part of the Mortgagor, all without fraud or delay then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease and be void, and Mortgagee shall execute, deliver and record a satisfaction and release.

3.02 Successors and Assigns included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Mortgagee shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

3.03 Captions. The captions of the articles, section subparagraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

3.05 Indemnification. This Mortgage is intended as a security for the liabilities of Mortgagor pursuant to the Note. Notwithstanding any rights conveyed on Mortgagee herein, Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligations, duty or liability of Mortgagor. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur by reason of its exercise of rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained herein. Mortgagee shall not have any responsibility for the inspection, control, care, management or repair of the Mortgaged Property nor for Mortgagor's operations thereon. Should Mortgagee incur any such liability, loss or damage by reason hereof, Mortgagor agrees to reimburse Mortgagee immediately upon demand for the amount thereof, together with costs, expenses and reasonable attorneys' fees.

3.06 Costs of Collection. In the event that Mortgagee retains an attorney in order to enforce, collect or secure the Note secured hereby, to enforce any provisions of this Mortgage, to collect any sums due hereunder, or in order to attempt to enforce, collect or secure any items, Mortgagor shall reimburse Mortgagee, including reasonable attorneys' fees, whether suit be brought or not. Reasonable attorneys' fees shall include, but not be limited to, reasonable fees incurred in any and all judicial, bankruptcy and other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

3.07 Governing Law. This Mortgage, and the right of the parties hereunder, shall be interpreted and governed in accordance with the laws of the State of Alabama.

3.08 Notices. All notices under this Mortgage shall be in writing, duly signed by the party giving such notice, and shall be deemed to have been given when deposited in the United States Mail, postage prepaid, by registered or certified mail, return receipt requested, or when deposited with a nationally recognized overnight courier to:

Mortgagee at: South Oak Finance, LLC
c/o Jim Parsons
One South Oak
Shoal Creek, Alabama 35242

and Baker Donelson Bearman Caldwell & Berkowitz, P.C.
1600 Wachovia Tower
420 20th Street North
Birmingham, Alabama 35203
Attn: Ms. Denise Killebrew

Mortgagor at: Gary C. Wyatt and Mary E. Wyatt
2000 Ridgelake Drive
Hoover, Alabama 35244

and Benton & Centeno, LLP
2019 3rd Avenue North
Birmingham, Alabama 35203
Attn: Lee Benton

or to such other address as either party may from time to time provide by notice hereunder to the other.

3.09 Hazardous Materials. Mortgagor hereby represents and warrants that neither Mortgagor nor, to the best of Mortgagor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under, or at the mortgaged real property, and the mortgaged real property has never been used (whether by Mortgagor or, to the best of Mortgagor's knowledge, any other person) as a treatment, storage, or disposal (whether permanent or temporary) site for any Hazardous Material. Mortgagor hereby covenants that he will not cause or permit any Hazardous Material ever to be placed on or under, or to escape, leak, seep, spill or be discharged, emitted or released from, the mortgaged real property. Mortgagor hereby indemnifies Mortgagee and agrees to hold Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including, without limitation, court costs and reasonable attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the mortgaged real property, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material); and the provision of any undertakings and indemnification set out in this paragraph shall survive the satisfaction and release of this Mortgage and the payment and satisfaction of the amounts due under the Note, and shall continue to be the personal liability, obligation and indemnification of Mortgagor, binding upon Mortgagor, forever.

The provisions of this paragraph shall govern and control over any inconsistent provisions of this Mortgage or any other loan document executed by Mortgagor in connection with the Note. For purposes of this Mortgage, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superfund" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now in effect or at any time hereafter in effect and applicable to the mortgaged real property.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the day and year first above written.

MORTGAGOR:


GARY C. WYATT

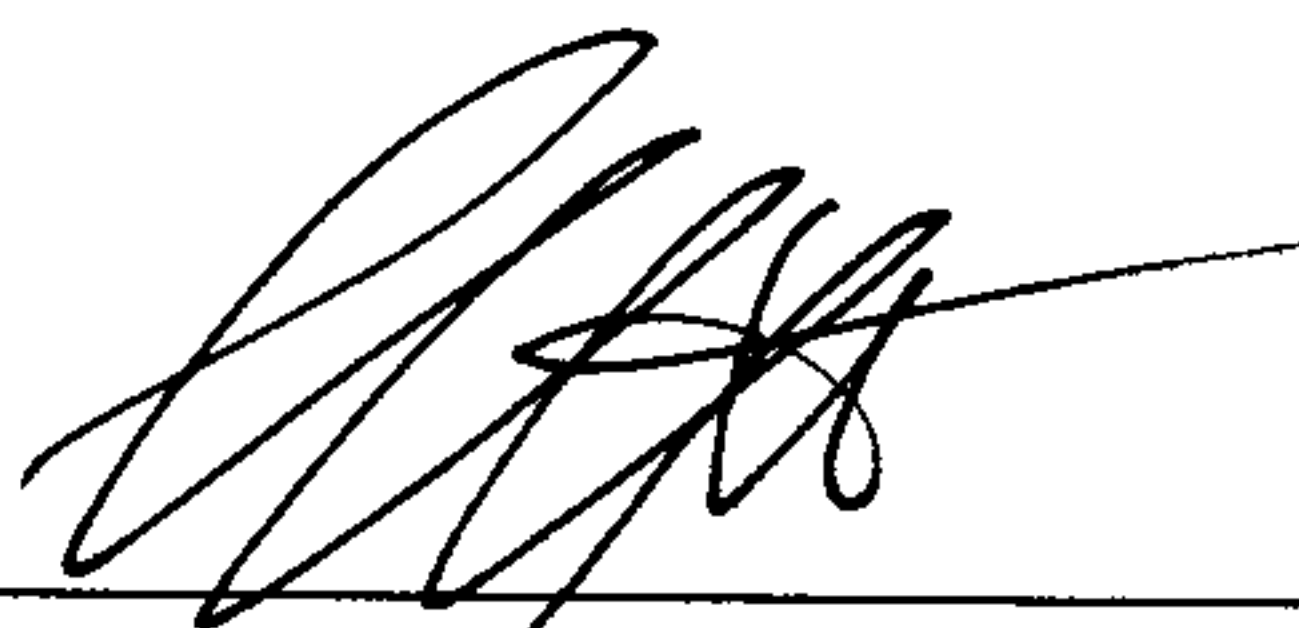
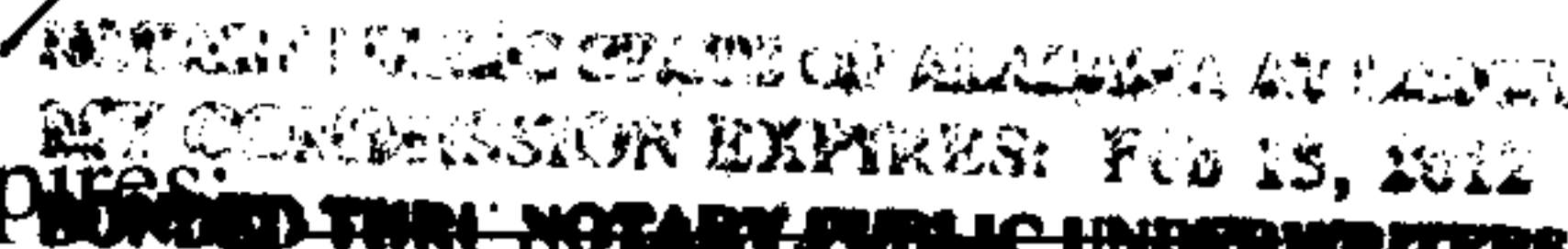

MARY E. WYATT

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Gary C. Wyatt and Mary E. Wyatt, husband and wife, signed to the foregoing Mortgage and who are known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 10 day of Januray, 2012.

[NOTARIAL SEAL]


Notary Public
My Commission Expires: 
NOTARY PUBLIC UNDERWRITERS



20120117000019940 12/13 \$273.00
Shelby Cnty Judge of Probate, AL
01/17/2012 02:18:10 PM FILED/CERT

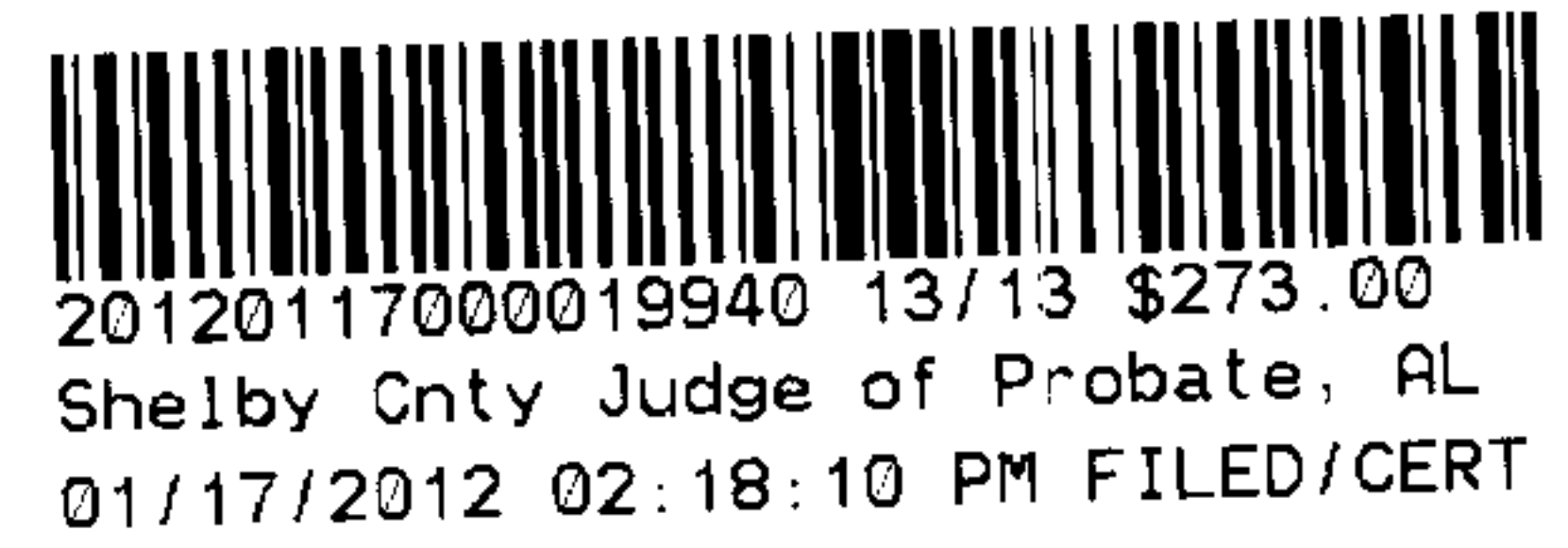
EXHIBIT A

LEGAL DESCRIPTION

Lot 31, according to the map and survey of Southlake, a residential subdivision, as recorded in Map Book 11, Page 85, in the Probate office of Shelby County, Alabama.

EXHIBIT B

PERMITTED EXCEPTIONS



1. Ad valorem taxes for tax year 2011 and subsequent years.
2. Mineral and mining rights and rights incident thereto.
3. Revolving Line of Credit Mortgage executed by Gary C. Wyatt and wife, Mary Wyatt in favor of Coats & Co., Inc. dated May 31, 2001 and recorded on June 7, 2001 in Instrument No. 2001-23172, as assigned to SouthTrust Bank, N.A., by Transfer and Assignment dated May 31, 2001 and recorded on June 7, 2001 in Instrument No. 2001-23173, and as modified by that certain Modification of Mortgage dated April 9, 2003 and recorded on July 1, 2003, in Instrument No. 20030701000413180 in the Office of the Judge of Probate of Shelby County, Alabama.
4. Notice of Permitted Land Uses as recorded in Book 160, Page 492, in the Office of the Judge of Probate of Shelby County, Alabama.
5. Covenants, conditions, restrictions, easements, liens for assessments, powers of attorney and limitations on title contained in Book 160, Page 495, in the Office of the Judge of Probate of Shelby County, Alabama.
6. Agreement for Underground Residential Distribution in Subdivisions by and between Alabama Power Company and SouthLake Properties, Inc. dated October 15, 1986 and recorded on November 19, 1987, in Book 160, Page 663, in the Office of the Judge of Probate of Shelby County, Alabama.