

This instrument prepared by
CLAY R. CARR
BOARDMAN, CARR, HUTCHESON & BENNETT, P.C.
400 BOARDMAN DRIVE
CHELSEA, AL 35043

MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas,

CRAFT INVESTMENT PROPERTIES, L.L.C., a limited liability company

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

Kerry R. Nivens, Frank I. Owen and Lewis E. Atchison, Sr.

(hereinafter called "Mortgagee", whether one or more), in the sum of

Thirty-Six Thousand, Five Hundred Ninety-Three and 32/100ths Dollars

(\$36,593.32) evidenced by

A NOTE OF EVEN DATE.

And, Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

CRAFT INVESTMENT PROPERTIES, L.L.C., a limited liability company,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

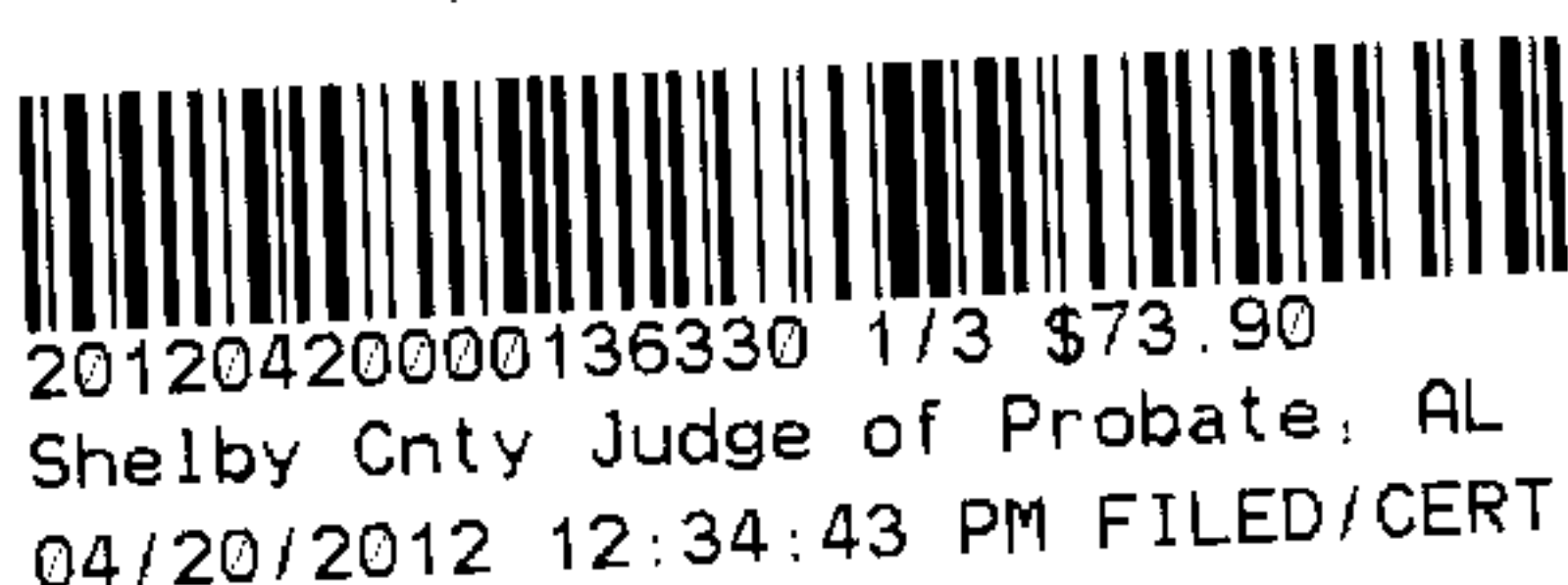
See Attached Exhibit A for Legal Description

The proceeds of this loan have been applied to the purchase price of the herein described property.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes of assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may, at Mortgagee's option pay off the same; and to further secure said indebtedness, all amounts as expended by said Mortgagee for taxes or assessments, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes or assessments, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereof, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said



A handwritten signature, likely of the undersigned, is located at the bottom right of the page.

events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided in case law of past due mortgages, and the said Mortgagee, agents or assigns, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveyance, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying taxes or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned

CRAFT INVESTMENT PROPERTIES, L.L.C., a limited liability company

has hereunto set its signature and seal this **13th** day of **April, 2012.**

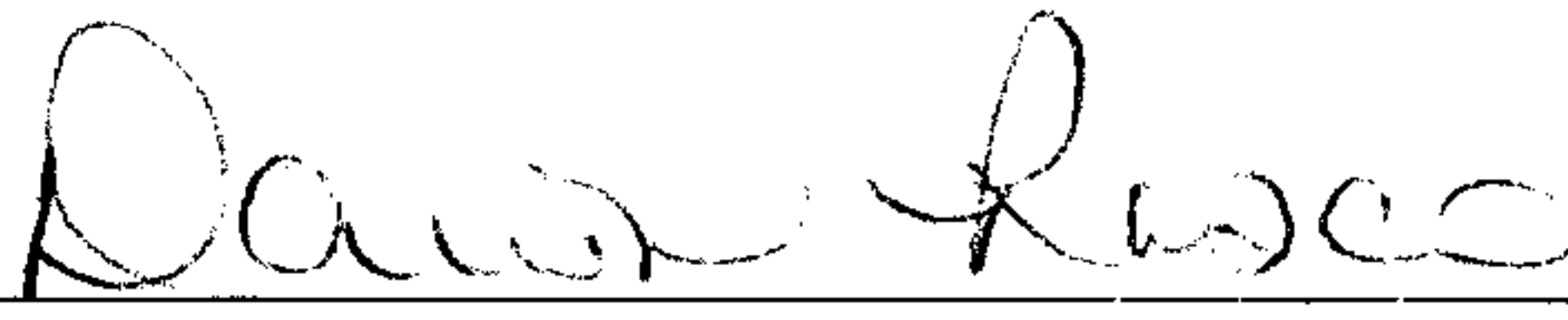
CRAFT INVESTMENT PROPERTIES, L.L.C.

By:  (Seal)
John R. Craft, Member

STATE OF ALABAMA)
SHELBY COUNTY) General Acknowledgment

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John R. Craft, whose name as Member of Craft Investments, L.L.C., a limited liability company, 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 member and with full authority, executed the same voluntarily as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 13th day of April, 2012.


Notary Public
My Commission Expires 3/26/14

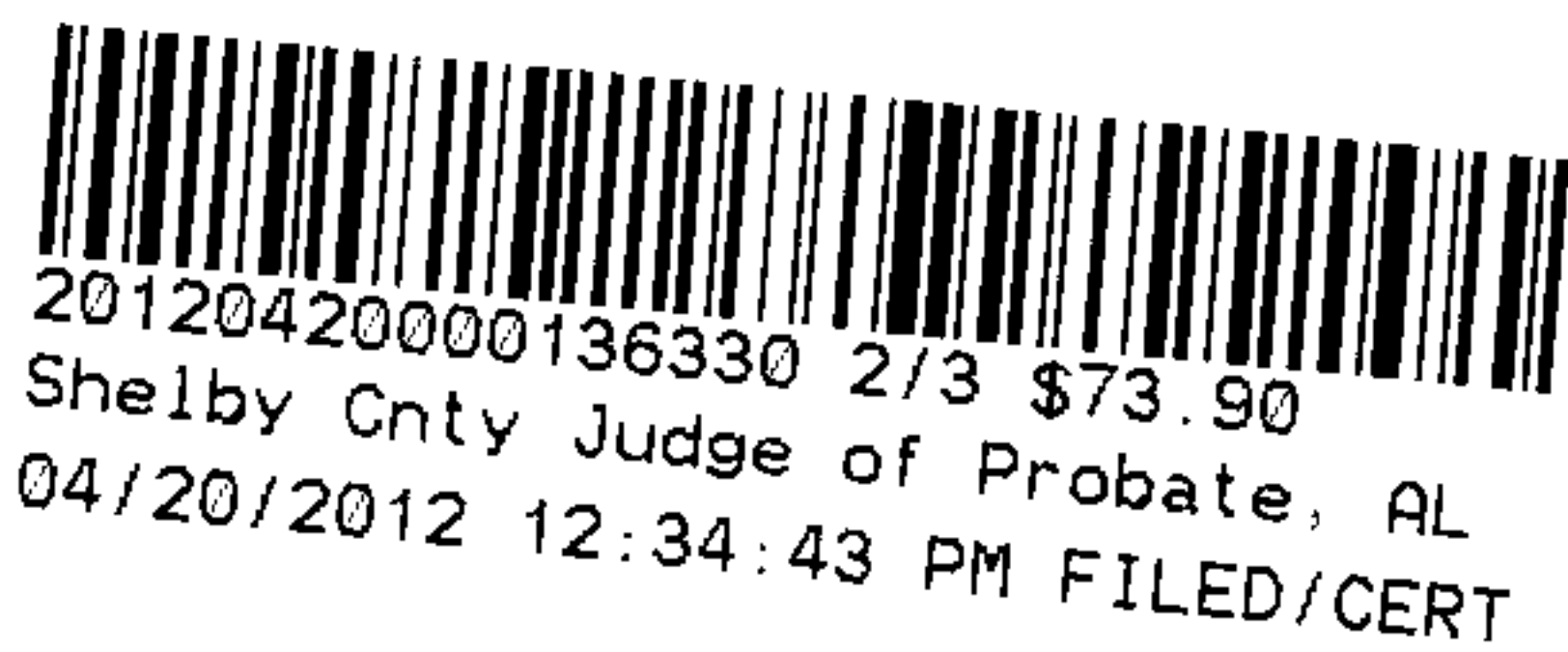


EXHIBIT A
LEGAL DESCRIPTION

A parcel of land lying between Shelby County Highway No. 280 and U.S. Highway 280 in the Northwest 1/4 of the Southwest 1/4, Section 27, Township 19 South, Range 1 West, and more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of the Southwest 1/4, Section 27, Township 19 South, Range 1 West; thence run Southerly along the East boundary line of said Northwest 1/4 of the Southwest 1/4 a distance of 504.34 feet to a point on the Southern right of way line of Shelby county Highway No. 280 and the point of beginning of the parcel herein described; thence continue along the same line a distance of 132.43 feet to a point on the Northern right of way of U. S. Highway 280; thence turn an angle of 77 deg. 36 min. 30 sec. to the right and run along the right of way line a distance of 64.49 feet to a concrete right of way monument found in place; thence turn an angle of 97 deg. 32 min. 26 sec. to the right and run a distance of 119.56 feet to a concrete right of way monument found in place; thence turn an angle of 74 deg. 29 min. 02 sec. to the right and run along the right of way line a distance of 77.98 feet to the point of beginning. Said parcel is lying in the Northwest 1/4 of the Southwest 1/4, Section 27, Township 19 South, Range 1 West, Shelby County, Alabama.

