


This instrument was prepared by:
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Shelby Cnty Judge of Probate, AL
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MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

3165 Properties, LLC, an Alabama limited liability company

(hereinafter called "Mortgagor", whether one or more) is justly indebted to

LEGACY COMMUNITY FEDERAL CREDIT UNION, a federally chartered credit union,
1400 South 20th Street, Birmingham, AL 35205

(hereinafter called "Mortgagee" whether one or more), in the sum of Four Million Five Hundred Thousand and 00/100 (~~\$45000,000.00~~) DOLLARS, evidenced by a real estate mortgage note executed simultaneously herewith

\$4,500,000.00 DH

AND WHEREAS, Mortgagor 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 Mortgagor 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 mortgagor makes no warranties as to title to the mineral and/or mining rights and other rights, privileges and immunities relating thereto.

If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

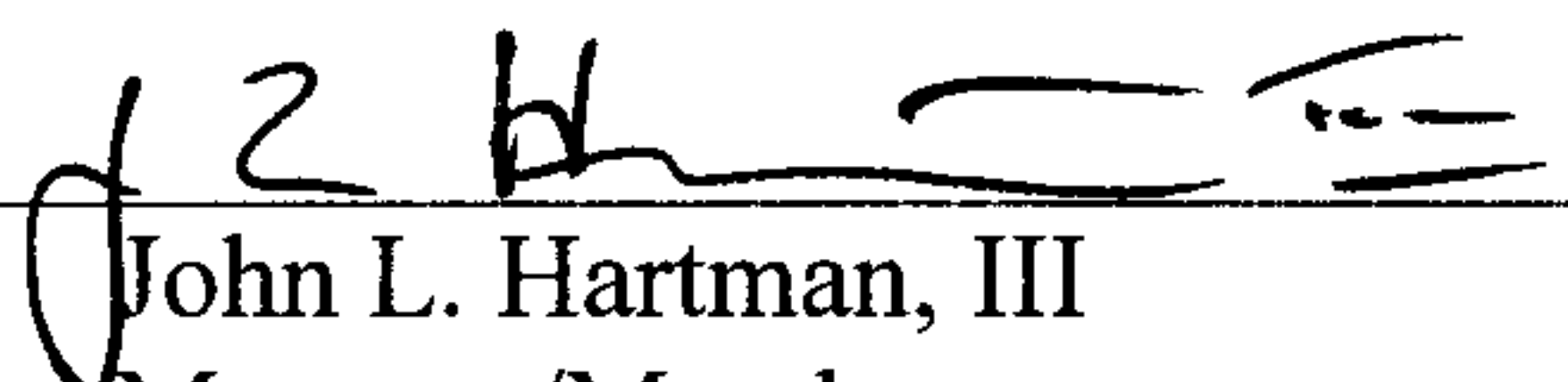
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially 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 Mortgagee may have expended for taxes, assessments, and insurance, 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 thereon, 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 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 by law in case 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 conveying, 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 insurance, 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 therefore; 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 3165 Properties, LLC, has hereunto set his/her signature and seal this the 4th day of April, 2013.

3165 PROPERTIES, LLC

By:  (SEAL)
John L. Hartman, III
Its: Manager/Member


STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John L. Hartman, III, whose name as Manager/Member of **3165 Properties, LLC**, an Alabama 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 Manager/Member and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this the 4th day of April, 2013.

My Commission Expires:

3/23/15


Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCELS 1 AND 3

A parcel of land situated in the North One-Half of Section 10, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

BEGIN at the locally accepted southeast corner of Lot 447, Caldwell Crossings Fourth Sector, Phase Two, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 36, Page 149; thence run in a southwesterly direction along the boundary of Block 2, according to the Amended Map of Woodford as recorded said Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 51, for a distance of 765.79 feet; thence turn an angle to the right of 44 degrees 17 minutes 34 seconds and run in a southwesterly direction for a distance of 799.85 feet; thence turn an angle to the left of 44 degrees 14 minutes 16 seconds and run in a southwesterly direction 799.62 feet; thence turn an angle to the right of 157 degrees 56 minutes 03 seconds and run in a northerly direction for a distance of 393.81 feet; thence turn an angle to the left of 88 degrees 20 minutes 20 seconds and run in a westerly direction for a distance of 380.32 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a northerly direction for a distance of 26.30 feet; thence turn an angle to the left of 82 degrees 15 minutes 32 seconds and run in a northwesterly direction for a distance of 96.50 feet; thence turn an angle to the right of 10 degrees 18 minutes 00 seconds and run in a northwesterly direction for a distance of 96.50 feet; thence turn an angle to the right of 10 degrees 18 minutes 02 seconds and run in a northwesterly direction a distance of 96.50 feet; thence turn an angle to the right of 10 degrees 40 minutes 36 seconds and run in a northwesterly direction for a distance of 168.91 feet; thence turn an angle to the left of 02 degrees 21 minutes 13 seconds and run in a northwesterly direction for a distance of 75.57 feet; thence turn an angle to the left of 13 degrees 52 minutes 02 seconds and run in a northwesterly direction a distance of 75.26 feet; thence turn an angle to the left of 12 degrees 14 minutes 00 seconds and run in an northwesterly direction for a distance of 310.45 feet; thence turn an angle to the left of 01 degree 56 minutes 07 seconds and run in a northwesterly direction for a distance of 104.77 feet; thence turn an angle to the left of 2 degrees 00 minutes 51 seconds and run in a northwesterly direction for a distance of 50.00 feet; thence turn an angle to the right of 90 degrees 09 minutes 05 seconds and run in a northeasterly direction a distance of 72.51 feet to a curve to the left having a central angle of 96 degrees 39 minutes 03 seconds and a radius of 25.00 feet; thence turn an angle to the left of 48 degrees 19 minutes 32 seconds to the chord of said curve and run in a northwesterly direction along the arc of said curve for a distance of 42.17 feet; thence turn an angle to the left of 48 degrees 19 minutes 32 seconds as measured from the chord of said curve and run in a westerly direction for a distance of 517.14 feet to a curve to the left having a central angle of 03 degrees 23 minutes 30 seconds and a radius of 975.00 feet; thence turn an angle to the left of 01 degrees 41 minutes 45 seconds as measured to the chord of said curve and run in a southwesterly direction along the arc of said curve for a distance of 57.72 feet; thence turn an angle to the left of 08 degrees 54 minutes 02 seconds as measured from the chord of said curve, and run in a southwesterly direction for a distance of 137.88 feet; thence turn an angle to the right of 03 degrees 52 minutes 59 seconds and run in a southwesterly direction for a distance of 81.57 feet; thence turn an angle to the left of 89 degrees 59 minutes 08 seconds and run in a southeasterly direction for a distance 50.00 feet; thence turn an angle to the right of 90 degrees 00 minutes 10 seconds and run in a southwesterly direction for a distance of 51.14 feet to the east right of way line of Caldwell Mill Road, said point being on a curve to the left having a central angle of 04 degrees 23 minutes 02 seconds and a radius of 1,873.78 feet; thence turn an angle to the right of 89 degrees 27 minutes 33 seconds to the chord of said curve and run in a northerly direction along the arc of said curve and along the east right of way line of Caldwell Mill Road for a distance of 143.37 feet; thence turn an angle to the right of 97 degrees 11 minutes 54 seconds as measured from last described chord and leaving said right-of-way run in an easterly direction for a distance of 903.00 feet to the Southeast corner of the northeast quarter of the northwest quarter of said Section 10; thence turn an angle to the left of 91 degrees 31 minutes 40 seconds and run in a

northerly direction along the locally accepted east line of said quarter section for a distance of 863.27 feet to the south right-of-way line of Crossings View; thence turn an angle to the right of 91 degrees 08 minutes 19 seconds and leaving said east line run in an easterly direction for a distance of 56.45 feet to a curve to the right having a central angle of 70 degrees 31 minutes 44 seconds and a radius of 25.00 feet; thence turn an angle of 35 degrees 15 minutes 52 seconds as measured to the chord of said curve and run in a southeasterly direction along the arc of said curve for a distance of 30.77 feet to an adjoining curve to the left having a central angle of 37 degrees 30 minutes 52 seconds and a radius of 50.00 feet; thence turn an angle of 16 degrees 30 minutes 26 seconds from the chord of the first described curve to the chord of the last described curve and run in a southeasterly direction for a distance 32.74 feet along the arc of said curve to the northwesternmost corner of Lot 485, Caldwell Crossings Fourth Sector, Phase Two; thence turn an angle to the right of 12 degrees 28 minutes 34 seconds from the chord of the last described curve run in a southeasterly direction for a distance of 164.00 feet to the southwesternmost corner of Lot 485; thence turn an angle to the left of 103 degrees 00 minutes 00 seconds and run in a northeasterly direction for a distance of 180.26 feet to the southeasternmost corner of Lot 485; thence turn an angle to the left of 51 degrees 14 minutes 05 seconds and run in a northerly direction for a distance of 80.08 feet to the southwesternmost corner of Lot 469; thence turn an angle to the right of 69 degrees 56 minutes 15 seconds and run in a northeasterly direction for a distance of 43.63 feet along the south boundary of Lot 469; thence turn an angle to the right of 20 degrees 06 minutes 52 seconds and run in an easterly direction along the south boundary line of Caldwell Crossings Fourth Sector, Phase Two for a distance of 1,327.40 feet to a point of the south line of Lot 454; thence turn an angle to the left of 26 degrees 05 minutes 09 seconds and run in a northeasterly direction for a distance 125.68 feet to the southwesternmost corner of Lot 451; thence turn an angle to the right of 17 degrees 4 minutes 57 seconds and run in a northeasterly direction for a distance of 80.00 feet along the south line of Lots 451 and 450; thence turn an angle to the right of 32 degrees 00 minutes 00 seconds and run in an southeasterly direction for a distance of 100.00 feet along the south line of Lots 450 and 449; thence turn an angle to the left of 05 degrees 24 minutes 08 seconds and run in a southeasterly direction for a distance 94.35 feet along the south line of Lots 449 and 448; thence turn an angle to the left of 17 degrees 36 minutes 58 seconds and run in an easterly direction for a distance of 586.90 feet along the south line of Lots 448 and 447 to the POINT OF BEGINNING, being the aforementioned locally accepted southeast corner of Lot 447, Caldwell Crossings Fourth Sector, Phase Two, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 36, Page 149.

PARCEL 2

A parcel of land situated in the North One-Half of Section 10, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the locally accepted southeast corner of Lot 447, Caldwell Crossings Fourth Sector, Phase Two, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 36, Page 149; thence run in a southwesterly direction along the boundary of Block 2, according to the Amended Map of Woodford as recorded said Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 51, for a distance of 765.79 feet; thence turn an angle to the right of 44 degrees 17 minutes 34 seconds and run in a southwesterly direction for a distance of 799.85 feet; thence turn an angle to the left of 44 degrees 14 minutes 16 seconds and run in a southwesterly direction 799.62 feet; thence turn an angle to the right of 157 degrees 56 minutes 03 seconds and run in a northerly direction for a distance of 393.81 feet; thence turn an angle to the left of 88 degrees 20 minutes 20 seconds and run in a westerly direction for a distance of 380.32 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a northerly direction for a distance of 26.30 feet; thence turn an angle to the left of 82 degrees 15 minutes 32 seconds and run in a northwesterly direction for a distance of 96.50 feet; thence turn an angle to the right of 10 degrees 18 minutes 00 seconds and run in a northwesterly direction for a distance of 96.50 feet; thence turn an angle to the right of 10 degrees 18 minutes 02 seconds and run in a northwesterly direction a distance of 96.50 feet; thence turn an angle to the right of 10 degrees 40 minutes



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36 seconds and run in a northwesterly direction for a distance of 168.91 feet; thence turn an angle to the left of 02 degrees 21 minutes 13 seconds and run in a northwesterly direction for a distance of 76.57 feet; thence turn an angle to the left of 13 degrees 52 minutes 02 seconds and run in a northwesterly direction a distance of 75.26 feet; thence turn an angle to the left of 12 degrees 14 minutes 00 seconds and run in an northwesterly direction for a distance of 310.45 feet; thence turn an angle to the left of 01 degree 56 minutes 07 seconds and run in a northwesterly direction for a distance of 104.77 feet; thence turn an angle to the left of 2 degrees 00 minutes 51 seconds and run in a northwesterly direction for a distance of 50.00 feet; thence turn an angle to the right of 90 degrees 09 minutes 05 seconds and run in a northeasterly direction a distance of 72.51 feet to a curve to the left having a central angle of 96 degrees 39 minutes 03 seconds and a radius of 25.00 feet; thence turn an angle to the left of 48 degrees 19 minutes 32 seconds to the chord of said curve and run in a northwesterly direction along the arc of said curve for a distance of 42.17 feet; thence turn an angle to the left of 48 degrees 19 minutes 32 seconds as measured from the chord of said curve and run in a westerly direction for a distance of 517.14 feet to a curve to the left having a central angle of 03 degrees 23 minutes 30 seconds and a radius of 975.00 feet; thence turn an angle to the left of 01 degrees 41 minutes 45 seconds as measured to the chord of said curve and run in a southwesterly direction along the arc of said curve for a distance of 57.72 feet; thence turn an angle to the left of 08 degrees 54 minutes 02 seconds as measured from the chord of said curve, and run in a southwesterly direction for a distance of 137.88 feet; thence turn an angle to the right of 03 degrees 52 minutes 59 seconds and run in a southwesterly direction for a distance of 81.57 feet; thence turn an angle to the left of 89 degrees 59 minutes 08 seconds and run in a southeasterly direction for a distance 50.00 feet; thence turn an angle to the right of 90 degrees 00 minutes 10 seconds and run in a southwesterly direction for a distance of 51.14 feet to the east right of way line of Caldwell Mill Road, said point being on a curve to the left having a central angle of 04 degrees 23 minutes 02 seconds and a radius of 1,873.78 feet; thence turn an angle to the right of 89 degrees 27 minutes 33 seconds to the chord of said curve and run in a northerly direction along the arc of said curve and along the east right of way line of Caldwell Mill Road for a distance of 143.37 feet; thence turn an angle to the right of 97 degrees 11 minutes 54 seconds as measured from last described chord and leaving said right of way run in an easterly direction for a distance of 221.41 feet to the POINT OF BEGINNING; from said Point of Beginning turn an angle to the left of 105 degrees 41 minutes 53 seconds and run in a northwesterly direction for a distance of 303.67 feet; thence turn an angle to the left of 104 degrees 32 minutes 47 seconds and run in a southwesterly direction for a distance of 144.31 feet; thence turn an angle to the right of 12 degrees 18 minutes 16 seconds and run in a southwesterly direction for a distance of 56.16 feet to a point on the east right-of-way line of Caldwell Mill Road and to a curve to the left having a central angle of 00 degrees 51 minutes 32 seconds and a radius of 1,740.29 feet; thence turn an angle to the right of 87 degrees 29 minutes 32 seconds as measured to the chord of said curve and run in a northwesterly direction along the arc of said curve and along said right-of-way line for a distance of 26.09 feet; thence turn an angle to the right of 114 degrees 28 minutes 23 seconds measured from the chord of said curve and run in a southeasterly direction for a distance of 19.20 feet; thence turn an angle to the left of 22 degrees 49 minutes 48 seconds and run in a northeasterly direction for a distance of 73.73 feet; thence turn an angle to the left of 12 degrees 28 minutes 38 seconds and run in a northeasterly direction for a distance of 24.74 feet; thence turn an angle to the left of 00 degrees 02 minutes 59 seconds and run in a northeasterly direction for a distance of 65.78 feet; thence turn an angle to the left of 10 degrees 35 minutes 25 seconds and run in a northeasterly direction for a distance of 273.16 feet; thence turn an angle to the right of 13 degrees 08 minutes 54 seconds and run in a northeasterly direction for a distance of 56.80 feet; thence turn an angle to the right of 118 degrees 19 minutes 23 seconds and run in a southerly direction for a distance of 8.78 feet; thence turn an angle to the left of 125 degrees 11 minutes 44 seconds and run in a northeasterly direction for a distance of 21.67 feet; thence turn an angle to the right of 16 degrees 53 minutes 16 seconds and run in a northeasterly direction for a distance of 127.40 feet; thence turn an angle to the right of 10 degrees 34 minutes 26 seconds and run in a northeasterly direction for a distance of 55.04 feet; thence turn an angle to the left of 81 degrees 00 minutes 15 seconds and run in a northerly direction for a distance of 5.78 feet; thence turn an angle to the right of 82 degrees 03 minutes 43 seconds and run in a northeasterly direction for a distance of 44.21 feet; thence turn an angle to the left of 07 degrees 21 minutes 53 seconds and run in a northeasterly direction for a distance of 64.71 feet; thence turn an angle to the right of 01 degrees 32 minutes 17 seconds and run northeasterly for a distance of 57.80 feet; thence turn an angle to the left of 18 degrees 59 minutes 41 seconds and run in a northeasterly



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direction for a distance of 67.22 feet; thence turn an angle to the left of 23 degrees 30 minutes 48 seconds and run in a northeasterly direction for a distance of 82.69 feet; thence turn an angle to the right of 41 degrees 33 minutes 22 seconds and run in a northeasterly direction for a distance of 32.67 feet to the southeast corner of Lot 438 according to the aforementioned Caldwell Crossings; thence turn an angle to the left of 76 degrees 47 minutes 55 seconds and run in a northerly direction along the east line of Lot 438 for a distance of 138.00 feet to the south right-of-way line of Crossing View; thence turn a deflection angle to the right of 89 degrees 59 minutes 56 seconds and leaving said east line run in an easterly direction along said south right-of-way line for a distance of 9.55 feet to the locally accepted east line of the northwest quarter of said Section 10; thence turn an angle to the right of 88 degrees 51 minutes 41 seconds and leaving said south right-of-way line run in a southerly direction for a distance of 863.27 feet to the southeast corner of the northeast quarter of northwest quarter of Section 10, Township 19 South, Range 2 West; thence turn an angle to the right of 91 degrees 31 minutes 40 seconds and run in a westerly direction for a distance of 681.57 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: Part of the northeast quarter of the northwest quarter of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a 2" iron pipe found at the southeast corner of the northeast quarter of the northwest quarter of Section 10; thence run North 89 degrees, 07 minutes, 12 seconds West and along the south line of said quarter quarter 583.14 feet; thence run North 00 degrees, 52 minutes, 48 seconds East 97.37 feet to a ½" capped rebar set at the POINT OF BEGINNING; thence run North 14 degrees, 50 minutes, 13 seconds West 100.00 feet to a ½" capped rebar set; thence run South 75 degrees, 09 minutes, 47 seconds West 100.00 feet to a ½" capped rebar set; thence run South 14 degrees, 50 minutes, 13 seconds East 100.00 feet to a ½" capped rebar set; thence run North 75 degrees, 09 minutes, 47 seconds East 100.00 feet to the POINT OF BEGINNING.

Said parcel containing 0.23 acres, more or less.

EASEMENT: A 30 foot access and utility easement lying in and running across part of the northeast quarter of the northwest quarter of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama and being measured 15 feet either side of the following described centerline:

Commence at a 2" iron pipe found at the southeast corner of the northeast quarter of the northwest quarter of Section 10; thence run North 89 degrees 07 minutes, 12 seconds West and along the south line of said quarter quarter 583.14 feet; thence run North 00 degrees, 52 minutes 48 seconds East 97.37 feet to a ½" capped rebar set; thence run North 14 degrees, 50 minutes, 13 seconds West 100.00 feet to a ½" capped rebar set; thence run South 75 degrees, 09 minutes, 47 seconds West 40.00 feet to the POINT OF BEGINNING; thence run North 25 degrees, 59 minutes, 03 seconds West 164.12 feet to the edge of pavement of Hoehn Drive (a public road), and the end of said centerline of easement.



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