

After recording please return to:

Lexis Nexis

[Name]

Rick Coble

[Attention]

1000 Alderman Dr. MD B1270

[Street Address]

Alpharetta, GA 30005

[City, State Zip Code]



20130416000155590 1/12 \$942.15  
Shelby Cnty Judge of Probate, AL  
04/16/2013 01:42:09 PM FILED/CERT

\_\_\_\_\_  
[Space Above This Line For Recording Data]

## ALABAMA MORTGAGE (Secondary Lien)

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) **“Security Instrument”** means this document, which is dated **April 10, 2013**, together with all Riders to this document.

(B) **“Borrower”** is The Medicine Chest Wellness Center, Inc., an Alabama corporation.

(C) **“Guarantor”** is L & C Properties, LLC, an Alabama limited liability company. Guarantor is the mortgagor under this Security Instrument.

(D) **“Lender”** is Cardinal Health,\* Lender is a corporation organized and existing under the laws of Ohio. Lender’s address is 7000 Cardinal Place, Dublin, Ohio 43017. Lender is the mortgagee under this Security Instrument.

(E) **“Note”** means the promissory note signed by Borrower and dated **April 10, 2013**. The Note states that Borrower owes Lender **Five Hundred Ninety-Eight Thousand Seven and 10/100 Dollars (U.S. \$598,007.10)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 13, 2014**.

(F) **“Guaranty”** means the guaranty agreement signed by Guarantor and dated **April 10, 2013**. The Guaranty guarantees payment of the Note.

(G) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”

(H) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, if allowed under Applicable Law, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Guarantor. The following Riders are to be executed by Guarantor [check box as applicable]:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider  | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Home Improvement Rider | <input type="checkbox"/> Revocable Trust Rider          |   |
| <input type="checkbox"/> Other(s) [specify]     |   |   |

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Guarantor or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Guarantor"** means any party that has taken title to the Property, whether or not that party has assumed Guarantor's obligations under the Guaranty and/or this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Guaranty or the Note; (ii) the performance of Guarantor's covenants and agreements under this Security Instrument and the Guaranty; and (iii) the performance of Borrower's covenants and agreements under the Note. For this purpose, Guarantor irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the:





County  
[Recording Jurisdiction]

of

Shelby  
[Name of Recording Jurisdiction]

*The N½ of Lot 2, in Block 3 and also Lot 3, in Block 3, of Nickerson & Scott Survey, which is a subdivision of a part of the E½ of the SE¼ Section 35, and a part of NW¼ of the SW¼ of Section 36, Township 20 South, Range 3 West in Shelby County, Alabama, LESS AND EXCEPT that parcel of land conveyed by deed recorded in Deed Book 189, Page 127, in the Probate Office of Shelby County, Alabama.*

*Also, that portion of the alley vacated by that certain agreement as executed by Paul Adkins, et al, dated September 9, 1943, and recorded in Deed Book 117, Page 249, in the Probate Office of Shelby County, Alabama, that abuts Lot 3 in Block 3, and the N½ of Lot 2 in Block 3, of said Nickerson & Scott Survey, LESS AND EXCEPT that parcel of land conveyed by deed recorded in Deed Book 189, Page 127, in said Probate Records.*

PIN #: 13 7 35 4 001 008.000

which currently has the address of 514 First Street North,

Alabaster, [Street] Alabama 35007 ("Property Address").  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

GUARANTOR COVENANTS that Guarantor is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Guarantor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Guarantor and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Upon default of the Borrower under the Note and as provided for in the Guaranty, Guarantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and if allowable under Applicable Law, any prepayment charges and late charges due under the Note. Payments due under the Guaranty, the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Guaranty, the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Guaranty, the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

2. **Application of Payments or Proceeds.** Payments are deemed received by Lender when received at the location designated in the Guaranty or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14 or in such manner or location as required under Applicable Law. Except as otherwise described in this Section 2, and as permitted under Applicable Law, all payments accepted and applied by Lender shall be applied as set forth in the Note and then for any amounts due under Section 3.



If Lender receives a payment from Guarantor for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Guarantor to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. To the extent permitted by Applicable Law, voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Unless required by Lender, Guarantor shall not be required to pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Guarantor to Lender in lieu of the payment of Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Guarantor, and such dues, fees and assessments shall be an Escrow Item. Guarantor shall promptly furnish to Lender all notices of amounts to be paid under this Section. Guarantor shall not pay Lender the Funds for Escrow Items unless Lender notifies Guarantor of Guarantor's obligation to pay the Funds for any or all Escrow Items. Lender may waive Guarantor's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Guarantor shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Guarantor's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 8. If Guarantor is obligated to pay Escrow Items directly, pursuant to a waiver, and Guarantor fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 8 and pay such amount and Guarantor shall then be obligated under Section 8 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Guarantor shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Guarantor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Guarantor interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Guarantor any interest or earnings on the Funds. Guarantor and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Guarantor, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Guarantor for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Guarantor as required by RESPA, and Guarantor shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Guarantor as required by

**BARCODE**



20130416000155590 4/12 \$942.15  
Shelby Cnty Judge of Probate, AL  
04/16/2013 01:42:09 PM FILED/CERT



RESPA, and Guarantor shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Guarantor any Funds held by Lender. Guarantor shall not be obligated to make such payments of Funds to Lender to the extent that Guarantor makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender. If under Section 21 the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**4. Charges; Liens.** Guarantor shall perform all of Guarantor's obligations under any mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument. Guarantor shall pay when due, all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Guarantor shall pay them in the manner provided in Section 3.

Guarantor shall promptly discharge any lien other than a lien disclosed to Lender in Guarantor's application or in any title report Lender obtained which has priority over this Security Instrument unless Guarantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Guarantor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

Lender may require Guarantor to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan if allowed under Applicable Law.

**5. Property Insurance.** Guarantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Guarantor subject to Lender's right to disapprove Guarantor's choice, which right shall not be exercised unreasonably. Lender may require Guarantor to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Guarantor shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Guarantor.

If Guarantor fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Guarantor's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Guarantor, Guarantor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Guarantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Guarantor could have obtained. Any amounts disbursed by Lender under this Section 5, shall be added to the unpaid balance of the loan and interest shall accrue at the note rate, from the time it was added to the unpaid balance until it is paid in full.

Subject to Applicable Law, all insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Guarantor shall promptly give to Lender all receipts of paid premiums and renewal notices. If Guarantor obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.



In the event of loss, Guarantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Guarantor. Unless Lender and Guarantor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Guarantor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Guarantor shall not be paid out of the insurance proceeds and shall be the sole obligation of Guarantor. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Guarantor. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Guarantor abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Guarantor does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Guarantor hereby assigns to Lender (a) Guarantor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Guaranty, the Note or this Security Instrument, and (b) any other of Guarantor's rights (other than the right to any refund of unearned premiums paid by Guarantor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Guaranty, the Note or this Security Instrument, whether or not then due.

**6. Preservation, Maintenance and Protection of the Property; Inspections.** Guarantor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Guarantor is residing in the Property, Guarantor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Guarantor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Guarantor shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Guarantor is not relieved of Guarantor's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Guarantor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**7. Guarantor's Loan Application.** Guarantor shall be in default if, during the Loan application process, Guarantor or any persons or entities acting at the direction of Guarantor or with Guarantor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Guarantor's occupancy of the Property as Guarantor's principal residence.

**8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Guarantor fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which has or may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Guarantor has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the



value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has or may attain priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Guarantor secured by this Security Instrument if allowed under Applicable Law. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Guarantor requesting payment.

If this Security Instrument is on a leasehold, Guarantor shall comply with all the provisions of the lease. If Guarantor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**9. Mortgage Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Guarantor does not repay the Loan as agreed. Guarantor is not a party to the Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan, Guarantor shall pay the premiums required to maintain the Mortgage Insurance in effect.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** The Miscellaneous Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Guarantor any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Guarantor. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

If the Property is abandoned by Guarantor, or if, after notice by Lender to Guarantor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Guarantor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Guarantor Miscellaneous Proceeds or the party against whom Guarantor has a right of action in regard to Miscellaneous Proceeds.

Guarantor shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Guarantor can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.



All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Guarantor Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Guarantor or any Successor in Interest of Guarantor shall not operate to release the liability of Guarantor or any Successors in Interest of Guarantor. Lender shall not be required to commence proceedings against any Successor in Interest of Guarantor or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Guarantor or any Successors in Interest of Guarantor. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Guarantor or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Guarantor covenants and agrees that Guarantor's obligations and liability shall be joint and several. However, any Guarantor who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Guarantor can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Guarantor who assumes Guarantor's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Guarantor's rights and benefits under this Security Instrument. Guarantor shall not be released from Guarantor's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Guarantor fees for services performed in connection with Guarantor's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, as allowed under Applicable Law. The absence of express authority in this Security Instrument to charge a specific fee to Guarantor shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Guarantor which exceeded permitted limits will be refunded to Guarantor. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Guarantor. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**14. Notices.** All notices given by Guarantor or Lender in connection with this Security Instrument must be in writing. Any notice to Guarantor in connection with this Security Instrument shall be deemed to have been given to Guarantor when mailed by first class mail or when actually delivered to Guarantor's notice address if sent by other means. Notice to any one Guarantor shall constitute notice to all Guarantors unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Guarantor has designated a substitute notice address by notice to Lender. Guarantor shall promptly notify Lender of Guarantor's change of address. If Lender specifies a procedure for reporting Guarantor's change of address, then Guarantor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Guarantor. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained





in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument, the Guaranty or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument, the Guaranty or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Guarantor's Copy.** Guarantor shall be given one copy of the Note, Guaranty and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Guarantor.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Guarantor at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Guarantor is not a natural person and a beneficial interest in Guarantor is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Guarantor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Guarantor must pay all sums secured by this Security Instrument. If Guarantor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Guarantor.

**18. Guarantor's Right to Reinstate After Acceleration.** If Guarantor meets certain conditions, Guarantor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Guarantor's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Guarantor: (a) pays Lender all sums which then would be due under this Security Instrument, the Guaranty and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, as allowed under Applicable Law; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Guarantor's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Guarantor pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Guarantor, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Guarantor. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note, the Guaranty and this Security Instrument and performs other mortgage loan servicing obligations under the Note, the Guaranty, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, if required under Applicable Law, Guarantor will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Guarantor will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.



Neither Guarantor nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Guarantor or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this section. The notice of acceleration and opportunity to cure given to Guarantor pursuant to Section 21 and the notice of acceleration given to Guarantor pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

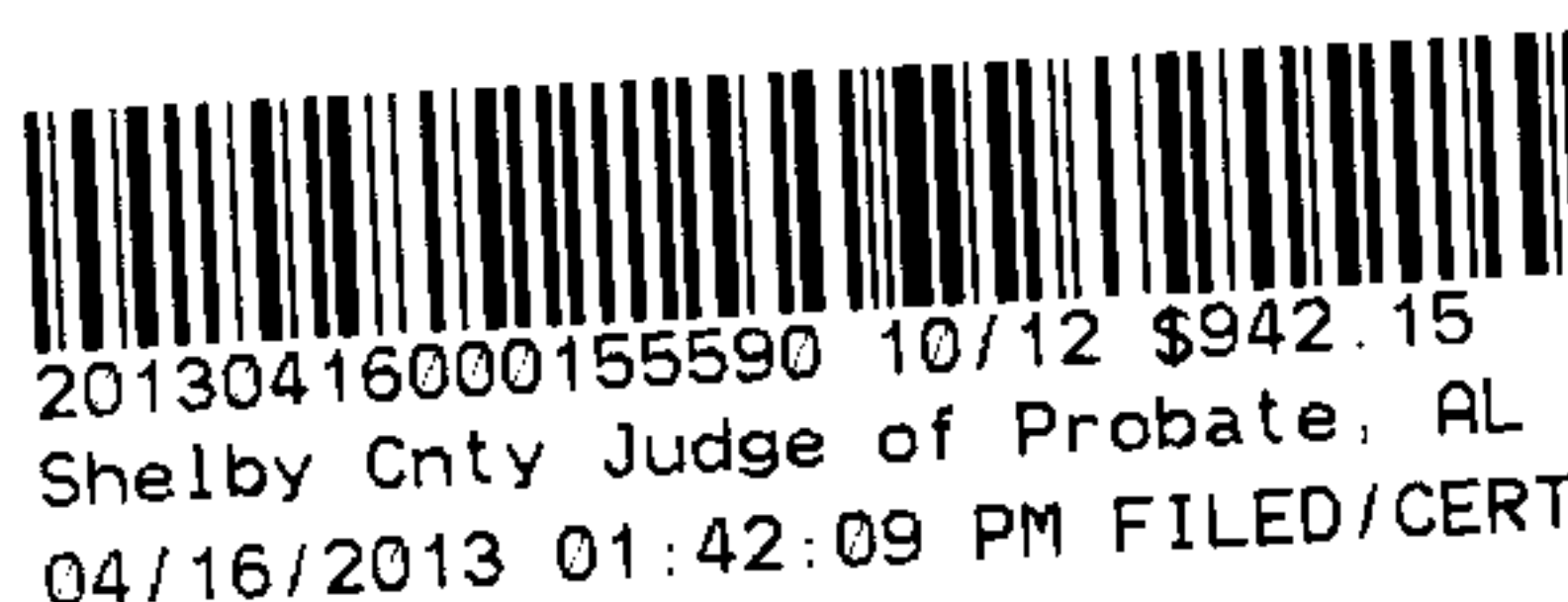
**20. Hazardous Substances.** As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Guarantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Guarantor shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Guarantor shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Guarantor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Guarantor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Guarantor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Guarantor and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Guarantor prior to acceleration following Guarantor's breach of any covenant or agreement in the Guaranty or this Security Instrument, or Borrower's breach of any covenant or agreement in the Note (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Guarantor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Guarantor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Guarantor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.





If Lender invokes the power of sale, Lender shall give a copy of a notice to Guarantor in the manner provided in Section 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Guarantor covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Guarantor shall pay any recordation costs. Lender may charge Guarantor a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**23. Waivers.** Guarantor waives all rights of homestead exemption in the Property and relinquishes all rights of courtesy and dower in the Property.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Guarantor and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

**CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

BY SIGNING BELOW, Guarantor accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Guarantor and recorded with it.

\*The term "Cardinal Health" shall mean collectively all subsidiaries, related and affiliated companies of Cardinal Health, Inc. ("CHI"), an Ohio corporation, and successor or assigns thereof, whether existing now or in the future, including but not limited to Parmed Pharmaceuticals, Inc.

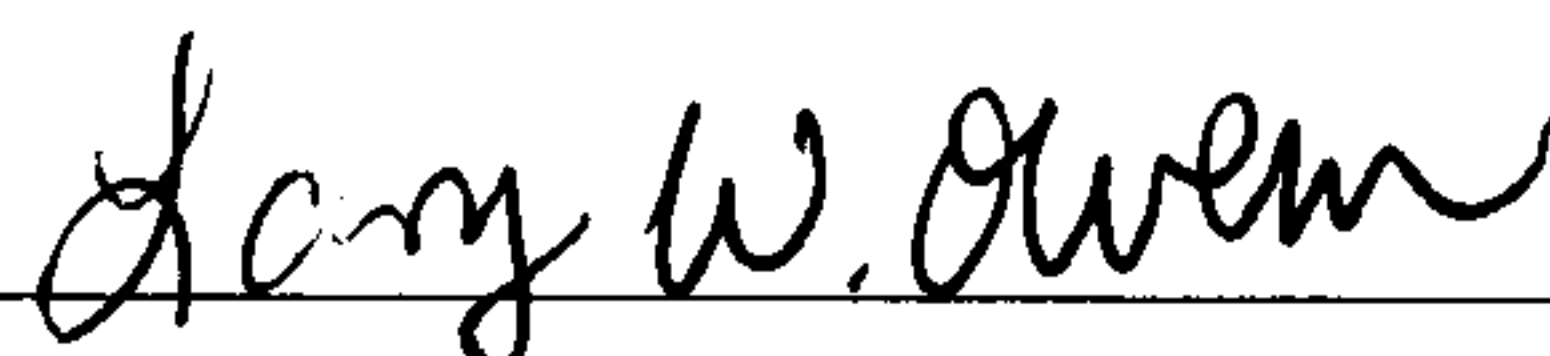
Witnesses:

\_\_\_\_\_  
Name \_\_\_\_\_

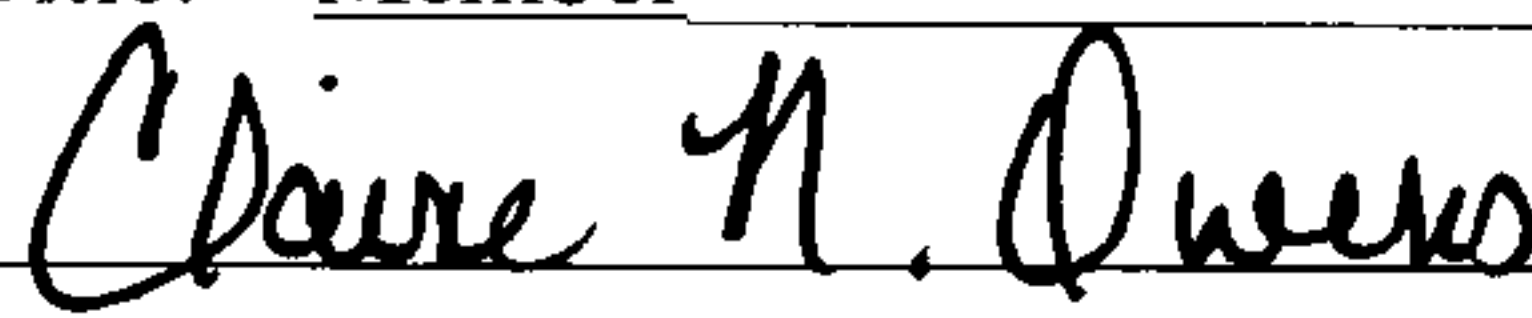
\_\_\_\_\_  
Name \_\_\_\_\_

GUARANTOR:

**L & C Properties, LLC, an Alabama limited liability company**

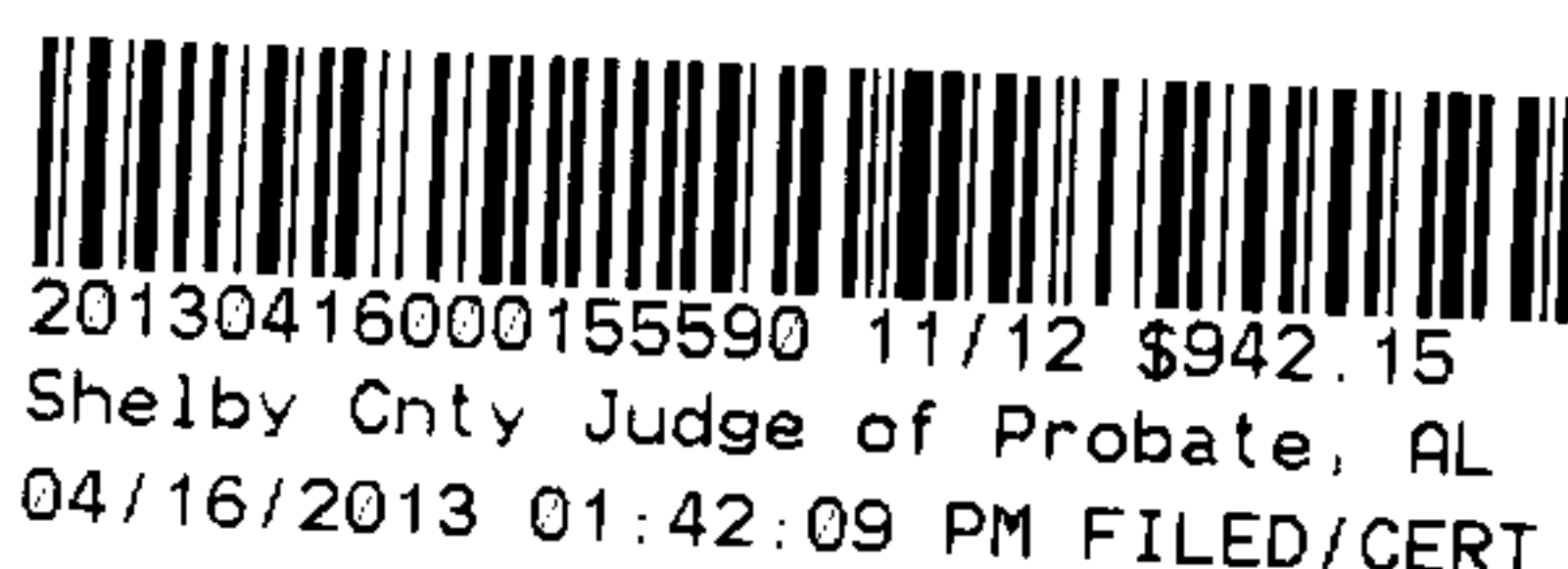
By:  (Seal)  
Name: Larry W. Owens [Printed Name]

Title: Member [Printed Title]

By:  (Seal)  
Name: Claire N. Owens [Printed Name]

Title: Member [Printed Title]

**BARCODE**





ACKNOWLEDGMENT

State of Alabama §  
County of Jefferson §

I Judith Woodall hereby certify that Claire N. Owens, whose name as member of L & C Properties, LLC 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 officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 10 day of April, A. D. 2013.

Claire N. Owens  
Signature of Officer

Claire N. Owens  
Printed Name

Judith L. Woodall  
Notary Public  
Title of Officer

(Seal)

My Commission Expires MY COMMISSION EXPIRES AUGUST 22, 2018



20130416000155590 12/12 \$942.15  
Shelby Cnty Judge of Probate, AL  
04/16/2013 01:42:09 PM FILED/CERT