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Shelby Cnty Judge of Probate, AL
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MORTGAGE

THIS MORTGAGE ("**Mortgage**"), is made as of the 15 day of May, 2014, by Frank Timothy Vosnick, an unmarried man, ("Mortgagor"), of 132 Barkley Lane, Alabaster, Alabama 350071, and Judith M. Vosnick, as Trustee of the Judith M. Vosnick Trust ula/d March 27, 2008, as amended ("Mortgagee"), of 11966 Granite Woods Loop, Venice, Florida 34292.

MORTGAGOR is justly indebted to Mortgagee for money borrowed, as evidenced by a certain promissory note (the "Note") effective November 1, 2012, the terms, covenants, and conditions of which are specifically incorporated herein by reference, duly executed and delivered by Mortgagor, payable to the order of Mortgagee at such place as may be designated in writing by the holder of the Note, in the principal sum of One Hundred Sixty-Five Thousand and No/100 Dollars (\$165,000.00) advanced by Mortgagee to Mortgagor, with interest accruing from the date of the Note at the rate and payable at the times and in the manner stated in the Note, which is due and payable in full on November 1, 2027.

NOW THEREFORE, in consideration of the premises, the principal advances made by Mortgagee to Mortgagor and other good and valuable consideration, and for the purpose of securing the prompt payment by Mortgagor of all sums payable under the Note and this Mortgage, and to secure performance of all other obligations due and to become due under the terms the Note and this Mortgage, any and all extensions and renewals thereof, or of any part thereof, and any other indebtedness (whether now existing or hereafter created) owed to Mortgagee by Mortgagor (individually or collectively "Obligations"), Mortgagor grants, bargains, sells, conveys, and mortgages, with power of sale and right of entry and possession, unto Mortgagee, her successors and assigns, the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 420 Silver Creek Sector III, Phase II, according to the Plat recorded in Map Book 36, Page 104, in the office of the Judge of Probate of Shelby County, Alabama.

Subject to: Ad Valorem taxes for the year beginning October 1, 2013; Any prior reservation or conveyance of mineral or mining rights; Easement granted to Alabama Power Company; and Building setback lines, restrictions, limitations and conditions set out on the Plat recorded in Map Book 36, Page 104, in the office of the Judge of Probate of Shelby County, Alabama.

Together with all buildings, and other improvements now or hereafter located on the real estate, rights, privileges, tenements, hereditaments, easements, fixtures and appurtenances belonging or appertaining to the real estate that Mortgagor now has or acquires later, including awards for any taking of or injury to the real estate through eminent domain or otherwise, any return premiums or other payments from any insurance at any time provided for the benefit of Mortgagee, all of which awards, damages, premiums, and payments are assigned to Mortgagee and may be at any time collected by Mortgagee. All of the foregoing interests or estates that Mortgagor now has or may acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing, are collectively referred to as the "Property." The listing of specific rights or property shall not be interpreted as a limit of general terms.

TO HAVE AND TO HOLD the Property unto Mortgagee, her successors and assigns forever. Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized of the Property and has a good right to sell and convey the Property; that the Property are free of all encumbrances, except as stated above; that Mortgagee and her successors and assigns shall quietly enjoy and possess the same; and Mortgagor will warrant and forever defend title to the Property unto Mortgagee, her successors, and assigns, against the lawful claims of all persons.

As further security for payment of the Obligations, Mortgagor transfers, sets over, pledges, grants a security interests in, and assigns to Mortgagee all leases, rents, incomes, issues, and profits of the Property whether under leases or tenancies now existing or created in the future, with the right to receive and apply same to pay in whole or any part of the Obligations, either before or after any default. Mortgagee may demand, sue for, and recover

any such payments, but shall not be required to do so. Any tenant, lessee, or other person, its heirs, successors, and assigns, owing such payment(s) shall pay Mortgagee directly after written notice from Mortgagee or Mortgagor to do so, but Mortgagee does not assume any obligations of Mortgagor under any lease or other contract.

1. Rights And Duties Of The Parties.

(a) Performance of Obligations. Mortgagor shall promptly pay and perform each Obligation when due. If Mortgagor fails to timely pay or perform any Obligation (including taxes, assessments and insurance premiums), or if a legal proceeding is commenced that could affect Mortgagee's rights in the Property, Mortgagee may (but is not obligated to), at Mortgagor's expense, take any action it considers necessary or appropriate to protect the value of the Property and Mortgagee's rights in the Property, and any amount expended by Mortgagee to take any such action will be added to the Obligations and paid by Mortgagor to Mortgagee on demand, together with interest thereon from the date Mortgagee pays the amount until paid by Mortgagor at the default rate in the Note.

(b) Taxes, Assessments and Liens. Mortgagor shall pay, before delinquency, all taxes, assessments, levies, charges, fines, and impositions attributable to the Property. Mortgagor shall furnish to Mortgagee, upon request, all notices of amounts due under this paragraph and receipts evidencing their payment. Mortgagor shall promptly discharge any lien on the Property.

(c) Due on Sale or Encumbrance. If any interest in the Property is sold, transferred, mortgaged, assigned, further encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Mortgagee, Mortgagee, in her sole discretion, may at anytime declare all Obligations immediately due and payable.

(d) Damages; Insurance and Condemnation Proceeds.

(1) Mortgagor assigns, and at Mortgagee's request, shall Mortgagor shall cause to be paid directly, to Mortgagee all of the following (whether now existing or hereafter arising): awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property; other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Property; proceeds of any insurance policies payable by reason of loss sustained to all or any part of the Property; and all interest which may accrue on any of the foregoing.

(2) Subject to applicable law, and without regard to any requirement contained in this Mortgage, Mortgagee may at her discretion apply all or any of the proceeds she receives to her expenses in settling, prosecuting or defending any claim and may apply the balance to the Obligations in any order acceptable to Mortgagee, and/or Mortgagee may release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided, however, in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure, including, without limitation, any malfeasance or nonfeasance by Mortgagee or her employees or agents.

(e) Defense and Notice of Losses, Claims and Actions. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, the security hereof and the rights and powers of Mortgagee hereunder against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of any material damage to the Property and of any condemnation offer or action.

(f) Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Property or in any manner obligated under the Obligations ("Interested Parties"), Mortgagee may, from time to time, release any person or entity from liability for the payment or performance of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Obligation, or accept additional security or release all or a portion of the Property and other security for the Obligations. None



of the foregoing actions shall release or reduce the personal liability of any other Interested Party, or release or impair the priority of the lien of and security interests created by this Mortgagee upon the Property.

(g) Right of Inspection. Mortgagee, her agents and employees, may enter the Property at any reasonable time to inspect the Property and/or ascertain Mortgagor's compliance with this mortgage.

2. Insurance.

(a) Keep Property Insured. Mortgagor shall provide and maintain in force, at all times, fire, casualty, and other types of insurance with respect to the Property as may be required by Mortgagee. Each policy of insurance shall be in an amount, for a term, and in form and content by such companies, satisfactory to Mortgagee, with loss payable to Mortgagee, and shall, if required by Mortgagee, be delivered to and remain in possession of Mortgagee as further security for the faithful performance of this Mortgage. Mortgagor will pay the premium on the policy or policies when due, and upon request, deliver to Mortgagee receipts for premium payments, and copies of the policies. All insurance policies shall contain a clause prohibiting their cancelation without at least thirty (30) days notice to Mortgagee by the insurer.

(b) Mortgagee May Insure Property. If Mortgagor fails to keep the Property insured as required, without obligation to do so, or notice to or demand upon Mortgagor and without releasing Mortgagor from any Obligation, Mortgagee may, at her option, insure the Property for her own benefit for any value against any loss deemed appropriate by Mortgagee, and any amount Mortgagee expends for premiums shall be secured by the lien of this mortgage and bear interest from the date of payment by Mortgagee. Mortgagee shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Mortgagor hereby assigns to Mortgagee all unearned premiums on any policy obtained under this paragraph, and agrees that unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property at any foreclosure or other sale.

(c) Application of Proceeds. In Mortgagee's sole discretion, any money received for casualty loss of the Property may be retained by Mortgagee and applied toward the Obligations or applied to pay for any repair or replacement of the Property destroyed or damaged, without affecting the lien of this Mortgage. Mortgagor will Notify Mortgagee of damage to the Property caused by casualty within ten (10) days after the occurrence. If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within thirty days from the date the notice is mailed by Mortgagee to Mortgagor indicating that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this Mortgage. Application of insurance proceeds to principal shall not extend or postpone any Obligation.

(d) Acquisition of Property Acquires Insurance. If Mortgagee acquires the Property, all rights of Mortgagor in any insurance policies, and to the proceeds of any insurance policies, shall pass to Mortgagee to the extent of the remaining obligations.

3. Protection of Mortgagee's Security.

(a) Mortgagee May Act. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property (including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent), then Mortgagee, at Mortgagee's option, may make any appearances, disburse any sums, and take any action necessary to protect Mortgagee's interest (including, but not limited to, disbursement of reasonable attorneys' fees and entry on the Property to make repairs).

(b) Disbursements Due on Notice with Interest. Any amounts disbursed by Mortgagee under this Section, with interest on those amounts, shall become additional Obligations of Mortgagor payable on notice from Mortgagee to Mortgagor requesting payment and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note or at the highest rate permissible under applicable law, whichever is lower.

(c) Mortgagee Not Required to Act. Nothing in this Section 3 requires Mortgagee to incur any expense or take any action.

(d) Mortgagor Covenants. Mortgagor will: not abandon the Property; keep the Property in good, safe, and insurable condition and repair and not commit or suffer waste; refrain from impairing or diminishing the value of the Property; not use or allow the Property to be used for any unlawful use or purpose; neither make nor permit substantial alterations in any building or improvement in the Property without the prior written consent of Mortgagee; and comply with all restrictions, laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative, or judicial body, commission or officer (whether Federal, State, or local) exercising any power of regulations or supervision applicable to Mortgagor, or the Property.

4. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any conveyance, condemnation, or other taking of all or any part of the Property are assigned and shall be paid to Mortgagee by Mortgagor. Mortgagee shall apply the proceeds to the Obligations, with any excess paid to Mortgagor. If the Property is abandoned by Mortgagor or if, Mortgagor fails to respond to Mortgagee within thirty days after Notice that a condemnor offers to make an award or settle a claim for damages Mortgagee is authorized to accept the offer, to collect the proceeds and apply the proceeds to the Obligations.

5. Joint and Several Liability. All Obligations shall be joint and several and shall bind and affect all persons defined as "Mortgagor" as fully as though all of them were specifically named whenever the word "Mortgagor" is used.

6. Notice. "Notice" means all notices, demands and other communications to be given or delivered by a Party under or by reason of the provisions of this Mortgage or the Note. Notices will be in writing and will be deemed to have been given (a) when personally delivered, (b) when receipt is acknowledged, if sent by facsimile, telecopy or other electronic transmission device; provided, however, that if receipt is acknowledged after normal business hours of the recipient, Notice shall be deemed to have been given on the next business day, (c) one day after deposit with a nationally recognized overnight courier, specifying next day delivery or (d) five days after being sent by first class mail, United States Postal Service, postage prepaid, addressed to the party at the address stated in the first paragraph above, which is the "Record Address." Non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. Mortgagor or Mortgagee may change her Record Address by giving Notice of the new address to the other party.

7. Acceleration of Obligations on Transfer. If all or any part of or interest in the Property, other than the creation of a lien or encumbrance expressly subordinate to this Mortgage or the creation of a purchase-money security interest for household appliances, is sold, transferred or encumbered by Mortgagor without Mortgagee's prior written consent, Mortgagee may declare all Obligations immediately due and payable. If Mortgagee exercises the option to accelerate the Obligations, Mortgagee Notify Mortgagor of acceleration under Paragraph 6. Mortgagor may pay the sums declared due within thirty days from the date of the Notice. If Mortgagor fails to pay the sums before the expiration of the period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted.

8. Default Provisions.

(a) Default. "Default" includes any of the following: (1) any failure to pay or perform any Obligation under the Note or this Mortgage when due; (2) transfer of any interest not permitted by this Mortgage; (3) Bankruptcy of Mortgagor; (5) commencement of a forfeiture action or proceeding, civil or criminal, which, in Mortgagee's judgment, could result in a forfeiture of the Property or materially impair the lien created by this Mortgage or Mortgagee's interest in the Property; (6) any exercise by the holder of any other debt instrument secured by a mortgage or other encumbrance on the Property of a right to declare all amounts due under that debt instrument immediately due and payable; (7) death of Mortgagor; (8) any failure by Mortgagor to perform any obligation under this Mortgage that is subject to a specified written notice and cure period, which failure continues beyond such specified written notice and cure period; or (9) occurrence of an event or circumstance causing the interest of Mortgagee or assigns in the Property to become endangered by reason of the enforcement of any lien or encumbrance.

(b) Rights and Remedies. At any time after Default, Mortgagee shall have all the following rights and remedies:

(1) With or without notice, to declare all Obligations immediately due and payable;

(2) With or without notice, and without releasing Mortgagor from any Obligation, and without becoming a mortgagee in possession, to cure any breach or Default of Mortgagor and, in connection therewith, to enter upon the Property and do such acts and things as Mortgagee deems necessary or desirable to protect her security, including: (i) appear in and defend any action or proceeding purporting to affect this Mortgage or the rights or powers of Mortgagee; (ii) pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in Mortgagee's sole judgment, is or may be senior to this Mortgage; (iii) to obtain insurance and to pay any premiums or charges with respect to insurance required to be carried under this Mortgage; or (iv) to employ counsel, accountants, contractors and other appropriate persons;

(3) With or without taking possession, to sell the Property or any part thereof during the legal hours of sale at public outcry to the highest bidder for cash in front of the courthouse door in the county (or the division thereof) where the 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 3 successive weeks before the sale in a newspaper of general circulation published in the 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 Property so purchased; and at the foreclosure sale the 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. Mortgagee, her agents or assigns may bid at the foreclosure sale and purchase the Property, if the highest bidder therefor. Mortgagee may bid (as determined by Mortgagee in her sole and absolute discretion) all or any portion of the Obligations in lieu of cash.

(4) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor hereunder, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Mortgagor waives the defense of laches and any applicable statute of limitations; and

(c) Application of Foreclosure Proceeds. Except as required by applicable law, after deducting all costs, fees and expenses incurred by Mortgagee, cost of evidence of title and attorneys' fees in connection with sale and costs and expenses of sale and of any judicial proceeding wherein such sale may be made, all proceeds of any foreclosure sale shall be applied first to payment of all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; Second, to payment of all other Obligations in such order as Mortgagee shall determine in her sole discretion; and finally, the remainder, if any, to the Mortgagor or such other person or persons legally entitled thereto. Mortgagee shall have no liability for funds not actually received by Mortgagee.

(d) No Cure or Waiver. Neither Mortgagee's nor any receiver's entry upon and taking possession of all or any part of the Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Obligation, nor the exercise or failure to exercise of any other right or remedy by Mortgagee or any receiver, shall cure or waive any breach, Default or notice of Default under this Mortgage, or nullify the effect of any notice of Default or sale (unless all Obligations then due have been paid and performed and Mortgagor has cured all other Defaults), or impair the status of the security, or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option or a subordination of the lien of, or security interests created by, this Mortgage.

(e) Payment of Mortgagee's Expenses. Mortgagor will pay Mortgagee immediately and without demand all costs and expenses incurred by Mortgagee in exercising her rights and remedies and to collect or enforce the Obligations, including court costs, reasonable attorneys' fees, whether incurred in legal proceeding, or not, the costs of any appraisals obtained in connection with a determination of the value of the Property, title searches, sale guarantees, publication costs, or environmental assessments.

(f) Remedies Cumulative; No Waiver. All rights and remedies of Mortgagee are cumulative. Mortgagee's forbearance or failure to exercise or delay in exercising any of her rights or remedies shall not prejudice or preclude Mortgagee's right to exercise the right or remedy any time a Default exists. Mortgagee may enforce her



remedies or rights successively or concurrently. Mortgagee shall not waive the agreement that time is of the essence, nor her right to require prompt payment or performance when due of the Obligations or her right to consider the failure to so pay or perform a Default, by accepting any payment or performance after its due date. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not waive Mortgagee's right to accelerate maturity of the Obligations.

9. Power of Mortgagee to Reconvey or Consent. Without affecting the liability of any person, including Mortgagor, for the payment of any Obligation, Mortgagee from time to time, without liability therefor, and without notice to Mortgagor, may do any one or more of the following: (1) release any indebtedness; (2) extend the time or otherwise alter the terms of payment of such indebtedness; (3) accept additional security; (4) substitute or release any property securing such indebtedness; (5) reconvey all or any part of the Property; (6) consent to the making of any map or plat thereof; (7) join in granting any easement thereon; or (8) join in any extension agreement or any agreement subordinating or otherwise affecting the lien or charge hereof. Any reconveyances by Mortgagee shall be made without warranty. Reconveyance shall operate as a reassignment of the rents, income, issues, and profits assigned to Mortgagee.

10. Defeasance. Provided always that if the Obligations are paid, and Mortgagee, her successors, and assigns are reimbursed for any amounts expended under this Mortgage, including sums spent in payment of taxes, assessments, insurance, or other liens and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance shall be NULL AND VOID; otherwise it shall remain in full force and effect. On receiving payment of all sums secured by this Mortgage, Mortgagee shall satisfy this Mortgage without charge to Mortgagor.

11. Revival and Reinstatement of Obligation. If any payment of the Obligations by Mortgagor, or the transfer to Mortgagee of any collateral or other property should be declared void or voidable, or if Mortgagee is required to repay or restore, in whole or in part, any payment or transfer declared void or voidable, or elects to do so upon advice of counsel, then the Obligations shall automatically shall be revived, reinstated and restored and shall exist as though the voidable transfer had never been made, to the extent of the payment or transfer Mortgagee is required or elects to repay or restore, including all related costs, expenses and attorneys' fees incurred by Mortgagee.

12. Construction.

(a) Cross References. Any reference in this Mortgage to a "Section" or "Paragraph" shall, unless otherwise explicitly provided, be construed as referring, respectively, to a Section or Paragraph of this Mortgage.

(b) "Including." As used in this Mortgage, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only and not a limitation.

(c) Mortgagee Discretion. Unless otherwise provided in this Mortgage, if Mortgagee's approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Mortgagee's sole and absolute discretion. "Mortgagee may" shall mean at Mortgagee's discretion, but shall not be an obligation.

(d) Time is of the Essence. Mortgagor agrees that, with respect to each and every obligation and covenant contained in this Mortgage and the other Loan Documents, time is of the essence.

(e) Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions of this Mortgage.

(f) Binding on Successors and Assigns. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

(g) Gender and Number. Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.

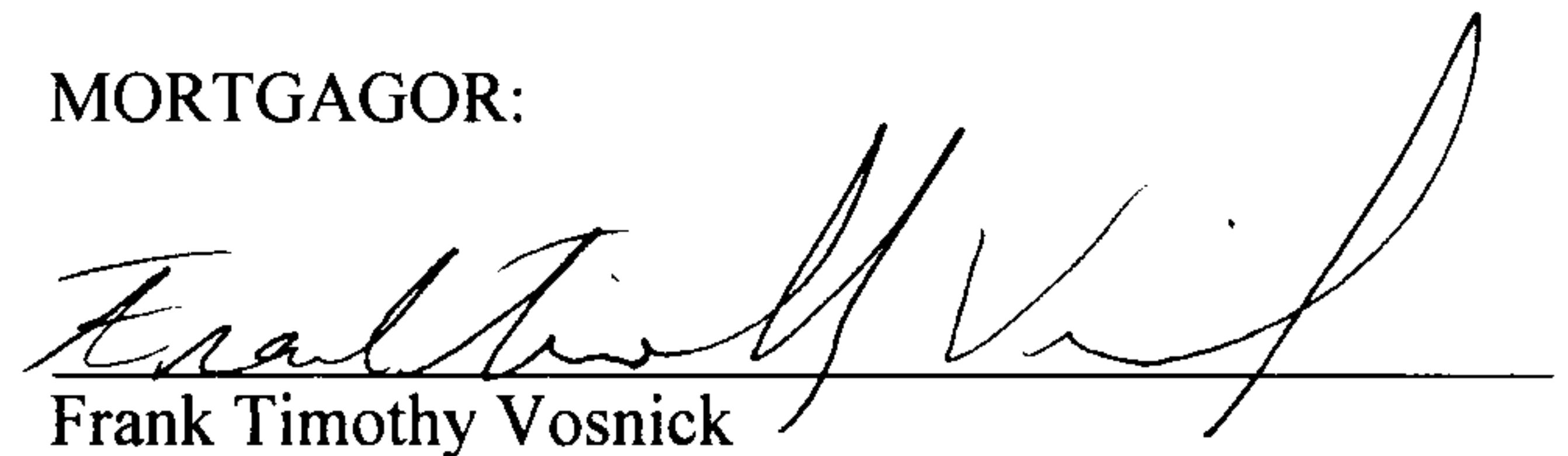
(h) Severability; Entire Agreement; Amendments. The invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect. This Mortgage contains the complete and entire agreement among the parties as to the matters covered, rights granted and the Obligations assumed in this Mortgage. This Mortgage may not be amended or modified except by written agreement signed by the parties.

(i) Applicable Law. Alabama law governs this Mortgage. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

13. Successors and Assigns Bound. The covenants and agreements contained in this Mortgage shall bind, and the rights under this Mortgage shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Paragraph 7. All covenants and agreements of Mortgagor shall be joint and several.

IN WITNESS WHEREOF the undersigned, Frank Timothy Vosnick, has hereunto set his signature and seal, this 15 day of May, 2014.

MORTGAGOR:

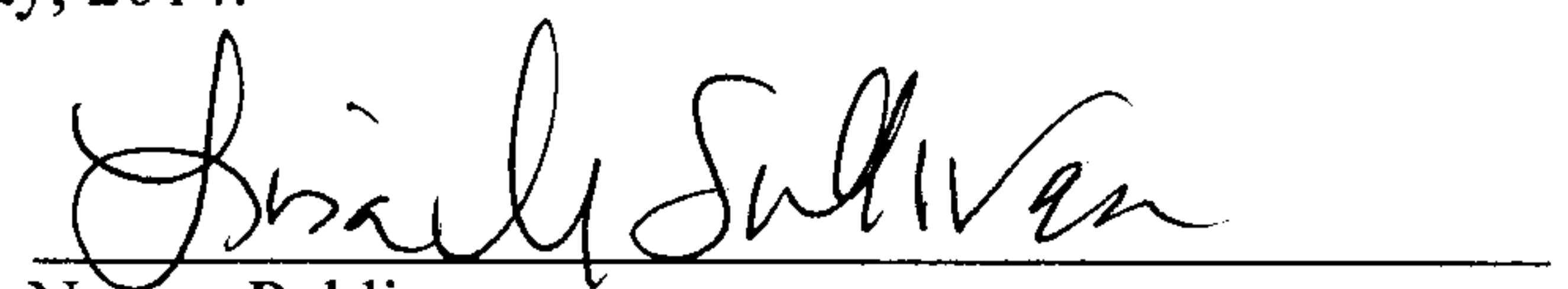

Frank Timothy Vosnick

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, certify that Frank Timothy Vosnick, an unmarried man, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, executed the same voluntarily for and as his own act.

Given under my hand and official seal this 15th day of May, 2014.

[NOTARIAL SEAL]


Notary Public
My Commission Expires: 1-10-18


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