

This instrument was prepared by

(Name) Mike T. Atchison, Attorney
P.O. Box 822

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

STATE OF ALABAMA
COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CAMP BRANCH PROPERTIES, L.L.C., a limited liability company

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

Wayne Horton and wife, Myra Gayle Horton

(hereinafter called "Mortgagee", whether one or more), in the sum
of Seven Hundred Seventeen Thousand Six Hundred Thirty Four and 56/100-----Dollars
(\$ 717,634.56), evidenced by a real estate mortgage note of even date.

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

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

CAMP BRANCH PROPERTIES, L.L.C., a limited liability company

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN BY
REFERENCE.

Mortgagee herein agrees to release parcel from lien of mortgage for the sum of
\$3,500.00 per acre released.

Inst # 2000-38327

11/03/2000-38327
03:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 AMB 1096.55

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

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, 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 therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

CAMP BRANCH PROPERTIES, L.L.C., a limited liability company

THE STATE of _____
COUNTY }
I, _____, a Notary Public in and for said County, in said State,
hereby certify that _____
whose name as _____ of _____
a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.
Given under my hand and official seal, this the _____ day of _____, 19____

Notary Public

MORTGAGE DEED

MICHAEL T. ATCHISON

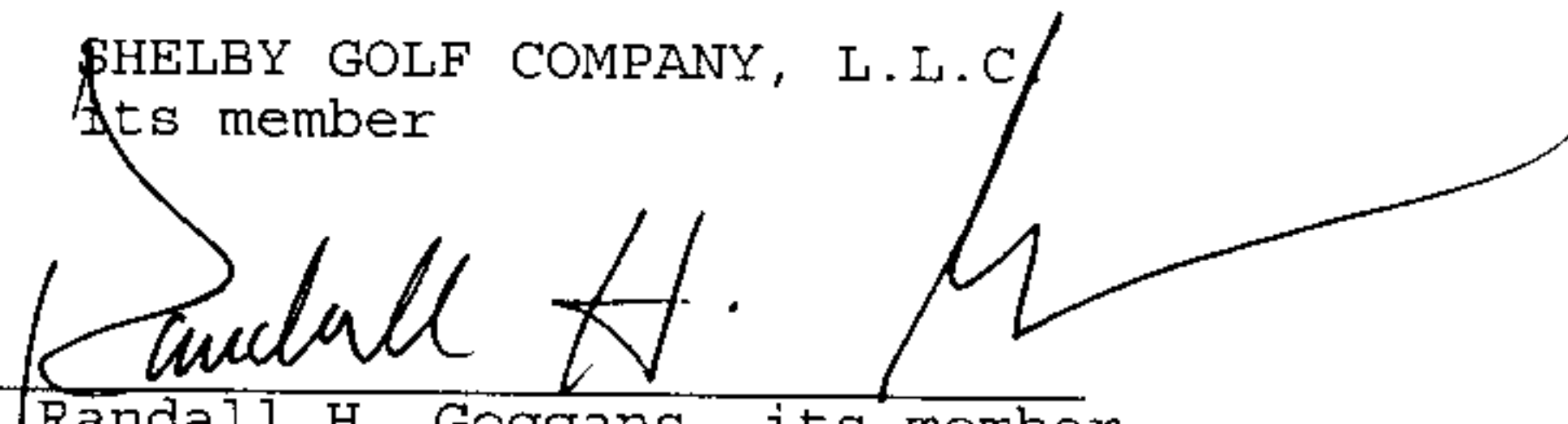
ATTORNEY AT LAW

P. O. BOX 822

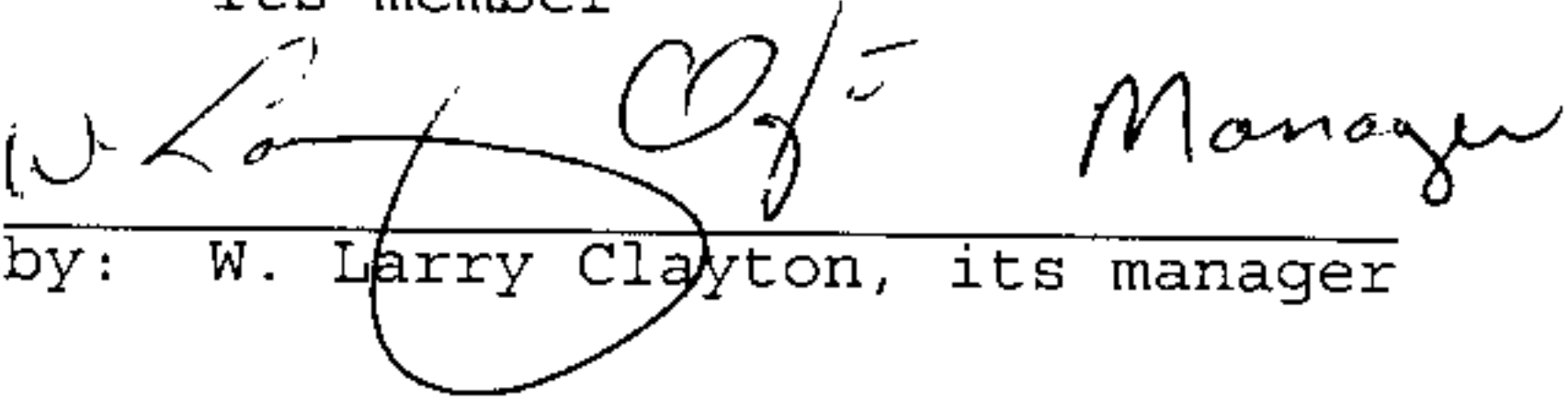
COLUMBIANA, ALABAMA 35051

CAMP BRANCH PROPERTIES, L.L.C.

by: SHELBY GOLF COMPANY, L.L.C.
its member


by: Randall H. Goggans, its member

by: CREED DEVELOPMENT, L.L.C.
its member


by: W. Larry Clayton, its manager

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Randall H. Goggans, whose name as member of SHELBY GOLF COMPANY, L.L.C., a member of CAMP BRANCH PROPERTIES, L.L.C., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such member and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said limited liability company.

Given under my hand and official seal, this 3rd day of November, 2000.


Notary Public

My commission expires: 10-16-2004

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that W. Larry Clayton, whose name as manager of CREED DEVELOPMENT, L.L.C., a member of CAMP BRANCH PROPERTIES, L.L.C., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such member and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said limited liability company.

Given under my hand and official seal, this 3rd day of November, 2000.


Notary Public

My commission expires: 10-16-2004

11/03/2000-38327

03:23 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

EXHIBIT "A" 004 MMB 1096.55

LEGAL DESCRIPTION

PARCEL I

A parcel of land situated in the S 1/2 of Section 31, Township 21 South, Range 1 West, a part of Section 6, Township 22 South, Range 1 West; and a part of the East 1/2 of the SE 1/4 of Section 1, Township 22 South, Range 2 West, being more particularly described as follows:

Begin at the SW corner of Section 31, Township 21 South, Range 1 West; thence run North 0 degrees 03 minutes 56 seconds East along the West line thereof for 2748.04 feet to a Gulf States concrete monument; thence North 88 degrees 38 minutes 25 seconds East run along said Gulf States line 2633.70 feet to a Gulf States concrete monument; thence North 89 degrees 43 minutes 22 seconds East continue along said Gulf States line for 1036.17 feet to a point, said point being the beginning of a 20 feet easement for ingress and egress, said point also being in the centerline of an old road; thence (run Southerly along the centerline of said easement and road the following courses) 71 degrees 45 minutes 15 seconds right for 156.11 feet; thence 54 degrees 51 minutes 20 seconds right for 239.06 feet; thence 11 degrees 33 minutes left for 87.32 feet; thence 25 degrees 18 minutes 05 seconds left for 119.87 feet; thence 23 degrees 55 minutes 17 seconds left for 83.97 feet; thence 13 degrees 56 minutes 36 seconds left for 341.61 feet; thence 19 degrees 26 minutes 28 seconds right for 132.04 feet; thence 11 degrees 04 minutes 33 seconds right for 164.91 feet; thence 7 degrees 20 minutes 12 seconds right for 77.04 feet; thence 40 degrees 10 minutes 08 seconds right for 110.48 feet to the end of said easement; thence (leaving said road) 129 degrees 27 minutes 30 seconds left run Easterly 728.76 feet to the westerly R/W of Shelby Springs Road; thence (run Southwesterly along said R/W the following courses) 104 degrees 09 minutes 11 seconds right for 416.53 feet; thence 7 degrees 32 minutes 44 seconds right for 247.69 feet; thence 1 degree 08 minutes 35 seconds left for 316.39 feet; thence 0 degrees 15 minutes 36 seconds right for 463.57 feet; thence 2 degrees 42 minutes 06 seconds right for 490.87 feet; thence 9 degrees 53 minutes 25 seconds left for 424.61 feet; thence 5 degrees 05 minutes 05 seconds right for 393.02 feet; thence (leaving said road) North 61 degrees 32 minutes 31 seconds West for 1142.40 feet to the centerline of Camp Branch Creek; thence North 52 degrees 15 minutes 09 seconds West to chord, run Northerly along said creek a chord distance of 259.16 feet; thence leaving said creek South 51 degrees 15 minutes 45 seconds West for 396.82 feet; thence North 61 degrees 47 minutes 44 seconds West for 492.07 feet; thence South 22 degrees 05 minutes 37 seconds West for 2291.54 feet to a point, said point being 20 feet northeasterly from the centerline of a private road and on a curve concaved Northwesterly having a radius of 400.99 feet and a central angle of 65 degrees 18 minutes 35 seconds; thence a chord bearing South 7 degrees 38 minutes 35 seconds West run along said curve a chord distance of 432.73 feet to a curve to the right (having a radius of 231.11 feet and a central angle of 39 degrees 11 minutes 21 seconds); thence along said curve a chord bearing of South 59 degrees 53 minutes 33 seconds West a chord distance of 155.01 feet; thence South 79 degrees 29 minutes 39 seconds West for 57.68 feet to a curve to the left (having a radius of 121.08 feet and a central angle of 59 degrees 06 minutes 46 seconds); thence along said curve a chord bearing of South 49 degrees 56 minutes 16 seconds West a chord distance of 119.45 feet; thence South 20 degrees 22 minutes 53 seconds West for 341.25 feet; thence South 10 degrees 58 minutes 07 seconds West for 309.63 feet; thence (leaving said road) South 44 degrees 10 minutes 18 seconds East for 725.35 feet; thence South 36 degrees 38 minutes 46 seconds West for 413.82 feet to the northerly R/W of Shelby County Highway #42 and a curve concaved Southerly, having a radius of 1016.82 feet and a central angle of 45 degrees 11 minutes 15 seconds; thence along said curve and R/W a chord bearing of South 84 degrees 15 minutes West a chord distance of 781.31 feet; thence continue along said R/W South 61 degrees 39 minutes 22 seconds West for 170.60 feet; thence 90 degrees 00 minutes left along said R/W for 20.00 feet; thence continue along said R/W South 61 degrees 39 minutes 22 seconds West for 1026.21 feet to the West line of the NE 1/4 of the NE 1/4 of Section 12, Township 23 North, Range 2 West; thence North 0 degrees 20 minutes 38 seconds East for 8.92 feet to the SW corner of the SE 1/4 of the SE 1/4 of Section 1, Township 22 South, Range 2 West; thence North 0 degrees 20 minutes 38 seconds East along the West line of said section 1 for 2681.35 feet to the NW corner of the NE 1/4 of the SE 1/4 of said Section 1; thence South 88 degrees 46 minutes 57 seconds East run along the North line of last said 1/4-1/4 section for 1316.33 feet to the SW corner of the SW 1/4 of the NW 1/4 of Section 6, Township 22 South, Range 1 West; thence North 0 degrees 07 minutes 46 seconds West for 2659.66 feet to the Point of Beginning.

PARCEL II

A parcel of land being situated in SE 1/4 of Section 31, Township 21 South, Range 1 West, and a part of the NE 1/4 of Section 6, Township 22 South, Range 1 West; being more particularly described as follows:

Commence at the NE corner of the SE 1/4 of Section 31, Township 21 South, Range 1 West; thence run South 89 degrees 43 minutes 22 seconds West along the North line of said 1/4 section for 254.08 feet; thence South 13 degrees 04 minutes West for 1188.18 feet to a point, (said point being on the southerly R/W of Holcombe Lane and on the westerly R/W of Northfork Southern Railroad); thence continue last described course along said railroad R/W for 1344.36 feet to a curve to the right (having a radius of 5484.91 feet and a central angle of 15 degrees 00 minutes 48 seconds); thence along said curve and R/W for 1437.21 feet; thence continue along said R/W and tangent to said curve for 52.17 feet to the northerly R/W of Holcombe Road; thence 51 degrees 19 minutes 36 seconds right run Westerly along the R/W of said Holcombe Road for 264.26 feet to the easterly R/W of Shelby Springs Road; thence (run Northerly along last said R/W the following described courses) 119 degrees 28 minutes 58 seconds right for 340.36 feet; thence 5 degrees 05 minutes 05 seconds left for 422.50 feet; thence 9 degrees 53 minutes 25 seconds right for 487.72 feet; thence 2 degrees 42 minutes 06 seconds left for 465.00 feet; thence 0 degrees 15 minutes 36 seconds left for 315.61 feet; thence 1 degree 08 minutes 35 seconds right for 250.73 feet; thence 7 degrees 32 minutes 44 seconds left for 622.67 feet to the southerly R/W of Holcombe Lane; thence 73 degrees 33 minutes 45 seconds right run Easterly along last said R/W for 124.20 feet to a curve to the right (having a radius of 146.70 feet and a central angle of 13 degrees 38 minutes 19 seconds); thence continue along said curve and R/W for 34.92 feet to the Point of beginning.

According to the survey of Thomas E. Simmons LS #12945, dated August 24, 2000.