

FUTURE ADVANCE (OPEN-END) MORTGAGE

This instrument was prepared by

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A Professional Corporation
420 North 20th Street
Birmingham, Alabama 35203-5202

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

SHELBY SPRINGS, LLC

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

W. LARRY CLAYTON

(hereinafter called "Mortgagee", whether one or more), in the sum of One Million and no/100 Dollars (\$1,000,000.00), evidenced by that certain Promissory Note of even date herewith, payable as provided therein, which not provides for an open-end credit arrangement under which the Borrower may borrow, repay and reborrow from mortgagee from time to time so long as the aggregate unpaid balance of such loans outstanding from time to time does not exceed the sum of \$1,000,000.00; that the Promissory Note is an open-end credit agreement which will continue in effect until terminated by either the Mortgagor or the Mortgagee, so that there is no fixed maturity date of loans made under the credit arrangement contained in the Promissory Note; and that the credit arrangement will continue in effect until terminated, even though from time to time there may be no loan outstanding to the Mortgagor under this credit arrangement.

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

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

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, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

This Mortgage shall continue in full force and effect until the indebtedness (including all future advances) secured by this Mortgage shall have been paid in full, Mortgagee shall have no further obligation to extend any credit to the Mortgagor under the Promissory Note, and Mortgagee shall have executed and delivered to Mortgagor a release or satisfaction of this Mortgage in recordable form, even though from time to time for extended periods of time there may be no indebtedness owed to Mortgagee under this Agreement described above and no other indebtedness hereby secured, it being the intention of the Mortgagor that this Mortgage and the title and mortgaged premises hereby conveyed to Mortgagee shall remain in full force and effect and shall secure all indebtedness described above whether now or hereafter incurred at any time prior to termination of this Mortgage by the means described herein. Mortgagee agrees to execute and deliver to Mortgagor a release or satisfaction of this mortgage within a reasonable time after written demand therefor at any time there is not indebtedness secured by this Mortgage. Upon termination of this Mortgage by the means hereinabove described, the grant and conveyance made herein shall be and become null and void.

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

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To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee. then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

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 encumbrance 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 encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned W. Larry Clayton, as Manager of Mortgagor, has hereunto set his signature and seal, this 5th day of June, 2001.

SHELBY SPRINGS, LLC
BY: W. Larry Clayton (SEAL)

THE STATE of ALABAMA)
SHELBY County)

I, Ann H. McGraw, a Notary Public in and for said County, in said State, hereby certify that W. LARRY CLAYTON whose name as manager of Shelby Springs, LLC whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of June, 2001,
Ann H. McGraw
Notary Public

EXHIBIT "A"

PARCEL "J"

Commence at the SW corner of said Section 6; thence N 88°28'33" E, along the South line of the SW 1/4 of said Section 6 a distance of 1158.82'; thence N 1°31'27" W a distance of 276.88' to a point lying on the Northeasterly R.O.W. line of Shelby County Highway No. 42 (80' R.O.W.) said point also being the POINT OF BEGINNING; thence S 51°39'56" E along said R.O.W. line a distance of 175.75' to its intersection with the Northwesterly R.O.W. line of Norfolk Southern Railroad (100' R.O.W.); thence N 36°50'07" E along said Railroad R.O.W. a distance of 985.62'; thence N 53°09'11" W a distance of 245.45' to a point lying on the Southeasterly R.O.W. line of State Highway No. 25 (80' R.O.W.); thence S 36°50'49" W along said R.O.W. line a distance of 915.94'; thence S 10°12'24" E a distance of 95.57' to a point lying on the Northeasterly R.O.W. line of aforesaid Shelby County Highway No. 42 and the POINT OF BEGINNING.

Containing 5.49 acres, more or less.

AND

LOTS

Lots 21, 21A, 23, 24 and 25 Shelby Springs Farms Lakeland Sector 1, as recorded in Map Book 24, Page 134, in the Office of the Judge of Probate of Shelby County, Alabama.

AND

ACREAGE

A Parcel of land situated in the East 1/2 of Section 7, Township 22 South, Range 1 West, City of Calera, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW Corner of Lot 41 located in Shelby Springs Farms, Camp Winn, Sector 2, Phase 2 as recorded in Map Book 26, Page 58, said point being the POINT OF BEGINNING; thence N22°00'23" W, a distance of 238.51'; thence N66°02'32" E, a distance of 205.78'; thence S25°02'13" E, a distance of 228.51'; thence S63°26'41" W, a distance of 218.43' to the POINT OF BEGINNING.

Said Parcel containing 1.14 acres, more or less.

AND

PARCEL "K"

A parcel of land located in the S 1/2 of Section 5, SE1/4 of the SE1/4 of Section 6, NE1/4 of the NE1/4 of Section 7 and Section 8, Township 22 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW Corner of the NE1/4 – NE1/4 of Section 8 of above said Township and Range; thence S00°31'48" E along the West line of above mentioned 1/4-1/4, a distance of 134.14' to the POINT OF BEGINNING, said point lying in the approximate centerline of Camp Branch Creek; thence continue along the last described course and leaving said centerline, a distance of 2,569.64'; thence S00°15'28" E, a distance of 1,350.44'; thence S88°44'44" W, a distance of 1,317.48'; thence N00°29'39" W, a distance of 1,349.83'; thence S88°43'22" W, a distance of 1,322.16'; thence S01°11'44" W, a distance of 1,136.61'; thence S88°52'08" W, a distance of 256.83'; thence N84°45'12" W, a distance of 385.95'; thence N61°43'27" W, a distance of 141.32'; thence N56°30'07" E, a distance of 146.99'; thence N07°50'13" W, a distance of 327.45' to a point, said point lying on the Southerly R.O.W. line of Leary Drive (50' R.O.W.) as recorded in Shelby Springs Farms, Camp Winn, Sector 2, Phase 1, Map Book 26, Page 06; thence N80°36'43" E and along said R.O.W., a distance of 47.34' to a point, said point lying on the Easterly R.O.W. line of the above mentioned Leary Drive; thence N09°23'17" W and along said R.O.W., a distance of 50.00'; thence continue northerly along the last described course and leaving said R.O.W., a distance of 686.74'; thence N70°51'12" W, a distance of 200.06'; thence N59°41'35" W, a distance of 175.87'; thence N71°46'02" W, a distance of 173.73'; thence N16°13'28" E, a distance of 628.32'; thence N02°00'48" W, a distance of 236.28' to a point, said point lying on the Southerly R.O.W. line of Shelby Springs Farms (60' R.O.W.) as recorded in Shelby Springs Farms, Camp Winn, Sector 2, Phase 2, Map Book 26, Page 58; said point also being the beginning of a non tangent curve to the right, having a radius of 270.00'; a central angle of 08°39'05", and subtended by a chord which bears S87°41'15" E, and a chord distance of 40.73; thence along the arc of said curve and said R.O.W., a distance of 40.77'; thence S83°21'43" E and along said R.O.W., a distance of 27.65' to a point, said point lying on the Easterly R.O.W. line of the above mentioned Shelby Springs Farms; thence N06°38'17" E and along said R.O.W., a distance of 60.00'; thence N18°16'09" W and leaving said R.O.W., a distance of 541.53'; thence N58°28'28" W, a distance of 266.68'; thence S88°27'25" E, a distance of 310.53'; thence N15°44'26" E, a distance of 48.33'; thence N45°44'50" W, a distance of 3,271.38'; thence N50°57'28" E, a distance of 620.54'; thence N70°08'02" E, a distance of 294.27'; thence N40°50'18" E, a distance of 100.23' to a point, said point being the approximate centerline of Camp Branch Creek; thence S86°44'08" E and along said centerline, a distance of 137.90'; thence S64°51'22" E and along said centerline, a distance of 192.07'; thence S03°02'19" W and along said centerline, a distance of 125.55'; thence S23°23'22" E and along said centerline, a distance of 66.08'; thence S46°03'53" E and along said centerline, a distance of 199.05'; thence S54°28'20" E and along said centerline, a distance of 300.21'; thence S31°26'59" E and along said centerline, a distance of 59.26'; thence S72°40'51" E and along said centerline, a distance of 135.81'; thence S82°05'02" E and along said centerline, a distance of 142.61'; thence S53°52'43" E and along said centerline, a distance of 130.82'; thence S28°05'44" E and along said centerline, a distance of 25.46'; thence S61°18'09" E and along said centerline, a distance of 468.60'; thence S74°39'10" E and along said centerline, a distance of 70.72'; thence N76°36'15" E and along said centerline, a distance of 312.48'; thence S87°12'49" E and along said centerline, a distance of 201.51'; thence N78°19'18" E and along said centerline, a distance of 199.74'; thence S69°27'44" E and along said centerline, a distance of 83.23'; thence S48°34'46" E and along said centerline, a distance of 153.91'; thence S81°39'00" E and along said centerline, a distance of 284.52'; thence S79°49'32" E and along said centerline, a distance of 127.16'; thence N75°11'45" E and along said centerline, a distance of 109.18'; thence S51°27'51" E and along said centerline, a distance

of 508.87'; thence S79°22'02" E and along said centerline, a distance of 277.63'; thence N87°13'54" E and along said centerline, a distance of 275.10'; thence S80°53'55" E and along said centerline, a distance of 279.53'; thence S65°56'43" E and along said centerline, a distance of 319.86'; thence S56°45'03" E and along said centerline, a distance of 475.58'; thence S55°55'51" E and along said centerline, a distance of 393.65' to the POINT OF BEGINNING.

Said Parcel containing 417.86 acres, more or less.

Less and except:

Commence at the NW Corner of the NE 1/4 of the NE 1/4 of Section 8 , Township 22 South, Range 1 West, Shelby County, Alabama ; thence S 00 deg-31'-48" E along the West line of said 1/4-1/4 a distance of 1103.70' to the POINT OF BEGINNING; thence continue along the last described course a distance of 2,569.64'; thence S 00 deg-15'-28" E a distance of 1350.44'; thence S 88 deg-44'-44" W a distance of 1,317.48'; thence N 00 deg-29'-39" W a distance of 1,349.83'; thence S 88 deg-44'-44" W a distance of 1,322.16'; thence S 01 deg-11'-44" W a distance of 1,136.61'; thence S 88 deg-43'-22" W a distance of 256.83'; thence N 84 deg-45'-12" W a distance of 385.95'; thence N 61 deg 43'-27" W a distance of 141.32'; N 56 deg-30'-07" E a distance of 146.99'; thence N 07 deg-50'-13" W a distance of 327.45' to a point lying on the Southerly R.O.W. line of Leary Drive (50' ROW) as recorded in Shelby Spring Farms , Camp Winn, Sector 2, Phase 1, Map Book 26, Page 06 in the Office of the Judge of Probate, Shelby County, Alabama; thence N 80 deg-36'-43" E and along said right-of-way a distance of 47.34' to a point lying on the Easterly R.O.W. line of said Leary Drive; thence N 09 deg-23-17" W and along said right-of-way a distance of 50.00'; thence continue Northerly along the last described course and leaving said right-of-way line a distance of 686.74'; thence N 70 deg-51'-12" W a distance of 200.06'; thence N 59 deg-41'-35" W a distance of 175.87'; thence N 71 deg-46'-02" W a distance of 173.73'; thence N 16 deg-13'-28" E a distance of 628.32'; thence N 78 deg-43'-59" E a distance of 3818.45' to the POINT OF BEGINNING.

Containing 167.9 acres more or less.

Inst # 2001-23160

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