

This instrument prepared by:
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(205) 349-5500

THE STATE OF ALABAMA §
 §
COUNTY OF SHELBY § MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, Alabama Blue Water Adventures, LLC, (hereinafter called "Mortgagor"), has become justly indebted to Douglas Hulon and Jeff Hulon (hereinafter called "Mortgagee"), in the sum of Two Hundred Seventy Thousand and no/100 (\$270,000.00) Dollars, payable as follows:

AS PER TERMS OF PROMISSORY NOTE OF EVEN DATE HEREWITH BEARING INTEREST.

And whereas, it was agreed at the time said debt was incurred that said Note should be given and secured in prompt payment at maturity respectively by this instrument, now therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures of not only said indebtedness, but all other sums advanced to protect the security of this Mortgage; the performance of the covenants and agreements herein contained, all other amounts hereinafter set out, and further loans or advances, with interest thereon, and any renewal or renewals of note or notes for present or future indebtedness, (herein called "Mortgagor") does hereby grant, bargain, sell and convey unto the said Douglas Hulon and Jeff Hulon, their successors and assigns, the following described real estate situated in Shelby County, Alabama, to-wit:

A parcel of land located in the South ½ of the Northeast ¼ and the North ½ of the Southeast ¼ of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of the Southeast ¼ of the Northeast ¼ of said Section 14; thence run south along the East line of said ¼ ¼ Section 794.94 feet to a point on the centerline of the Lee Street; thence right 13 deg. 12 min. 00 sec. and run Southwesterly 588.83 feet along center of Lee Street; thence right 85 deg. 05 min. 00 sec. leaving Lee Street in a Westerly direction 618.24 feet to the point of beginning and the top edge of a Quarry and run more or less along the top edge of said Quarry the following angles and distances; thence right 128 deg. 24 min. 45 sec. and run Northeasterly 116.18 feet; thence right 12 deg. 18 min. 49 sec. and run Northeasterly 99.39 feet; thence left 21 deg. 57 min. 13 sec. and run Northeasterly 99.39 feet; thence left 21 deg. 57 min. 13 sec. and run Northerly 99.39 feet; thence left 21 deg. 57 min. 13 sec. and run Northerly 99.39 feet; thence left 22 deg. 49 min. 22 sec. and run Northwesterly 107.15 feet; thence right 61 deg. 12 min. 05 sec. leaving top of Quarry in a Northeasterly direction 55.78 feet to the Southerly right of way Industrial Park Road; thence left 92 deg. 28 min. 38 sec. and run Northwesterly

along said right of way 146.74 feet to a point on a curve to the left having a central angle of 14 deg. 56 min. 30 sec. and a radius of 609.31 feet; thence along the arc of said curve in a Northwesterly direction 158.90 feet; thence run tangent to said curve in a Northwesterly direction 300.00 feet; thence left 107 deg. 30 min. 33 sec. leaving said right of way in a Southerly direction 254.00 feet; thence right 97 deg. 01 min. 02 sec. and run 382.42 feet; thence left 33 deg. 06 min. 09 sec. and run 47.20 feet; thence right 35 deg. 24 min. 14 sec. and run 39.28 feet; thence left 34. deg. 48 min. 34 sec. and run 103.62 feet; thence right 8 deg. 29 min. 46 sec. and run 91.78 feet; thence left 20 deg. 14 min. 59 sec. and run 241.36 feet; thence left 43 deg. 54 min. 15 sec. and run 103.94 feet; thence left 3 deg. 20 min. 24 sec. and run 115.39 feet; thence left 22 deg. 48 min. 47 sec. and run 12.10 feet; thence left 78 deg. 45 min. 52 sec. and run 9.38 feet; thence right 67 deg. 27 min. 38 sec. and run Southeasterly 39.58 feet; thence left 11 deg. 01 min. 43 sec. and run Southeasterly 147.28 feet; thence left 7 deg. 41 deg. 18 sec. and run southeasterly 176.48 feet; thence right 34 deg. 50 min. 53 sec. and run Southerly 54.92 feet; thence left 30 deg. 32 min. 14 sec. and run Southeasterly 132.57 feet; thence right 3 deg. 05 min. 06 sec. and run Southeasterly 306.01 feet; thence left 44 deg. 37 min. 55 sec. and run Easterly 24.84 feet; thence left 10 deg. 00 min. 00 sec. and run Easterly 145.00 feet; thence left 7 deg. 20 min. 00 sec. and run Northeasterly 100.00 feet; thence left 16 deg. 00 min. 00 sec. and run Northeasterly 176.27 feet; thence left 59 deg. 10 min. 10 sec. and run Northerly 64.87 feet; thence left 80 deg. 55 min. 20 sec. and run Northwesterly 0.53 feet; thence right 83 deg. 08 min. 23 sec. and run Northerly 43.81 feet; thence right 10 deg. 51 min. 41 sec. and run Northerly 41.49 feet; thence right 2 deg. 07 min. 44 sec. Northerly 61.23 feet; thence right 3 deg. 49 min. 13 sec. Northerly 38.45 feet; thence right 4 deg. 09 min. 09 sec. and run Northerly 31.53 feet; thence right 5 deg. 58 min. 50 sec. and run Northerly 28.80 feet; thence right 0 deg. 01 min. 35 sec. and run Northerly 27.10 feet; thence left 6 deg. 49 min. 20 sec. and run northerly 35.66 feet; thence left 0 deg. 20 min. 07 sec. and run 70.61 feet; thence right 7 deg. 26 min. 57 sec. and run 30.13 feet; thence right 69 deg. 37 min. 55 sec. and run 29.65 feet to the point of beginning.

Together with the hereditaments and appurtenances thereto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto the said Mortgagee and assigns, forever. And said Mortgagor hereby covenants the Mortgagor is seized in fee and possessed of said property and that Mortgagor has a good right to convey the same as aforesaid; that said property is free from all encumbrances and that Mortgagor will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said premises and the improvements thereon in good condition, and to pay all assessments that may be levied or accrued upon said property, and all other charges that may become liens upon said premises, and not to permit any lien, which might take

precedence over the lien of this Mortgage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon, and to neither permit nor perform any act which would in any way impair the value of the security given by this instrument.

2. The Mortgagor agrees to pay all taxes that may be assessed upon said property or upon the Mortgagee's interest therein or upon this Mortgage or the moneys secured hereby, any law to the contrary, any law imposing upon the Mortgagee the payment of any part of the taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legally inoperative, then, in any such event, the debt hereby secured shall, at the Mortgagee's option, become immediately due and payable, without deduction, any law heretofore or hereafter enacted to the contrary, notwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of the taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legally inoperative, then, in any such event, the debt hereby secured shall, at the Mortgagee's option, become immediately due and payable, without deduction, any law heretofore or hereafter enacted to the contrary, notwithstanding.

3. The Mortgagor agrees to keep any and all improvements on said property insured against fire with extended coverage insurance in companies satisfactory to the Mortgagee for not less than Two Hundred Seventy Thousand and no/100 (\$270,000.00) Dollars; loss, if any, payable to the Mortgagee as Mortgagee's interest may appear under Standard Mortgage clause without contribution, and to deposit said insurance policies, premium paid, with the Mortgagee. In case of loss and payment by an insurance company, the proceeds of all such insurance policies shall be applied, at the Mortgagee's election, on the indebtedness secured hereby or in rebuilding or restoring the property.

4. If the Mortgagor fails to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby or any interest of the Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this Mortgage, or fails to pay the items hereafter provided in paragraph 9, the Mortgagee may at its option insure said property and/or pay said taxes, assessments, debts, liens and/or charges or any item secured hereby, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby

specially secured, shall be also secured by this Mortgage, shall bear legal interest from date paid or to declare it so, and pursue any other remedy provided in this instrument or do both simultaneously, and in case the Mortgagee employs an attorney to collect any item listed herein or in Paragraph 9, the Mortgagee shall recover of the Mortgagor a reasonable attorney's fee thereof.

5. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured, shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges.

6. But this conveyance is made upon the following conditions: If the Mortgagor shall well and truly pay, discharge and satisfy the following indebtedness, all of which are secured hereby: (1) the indebtedness recited hereinabove and all other sums, with interest thereon, advanced to protect the security of this Mortgage; (2) all pre-existing loans or advances, as they become due and payable; (3) contemporaneous loans or advances; (4) all future loans or advances made before the full settlement, payment or foreclosure of the entire indebtedness secured by this Mortgage; (5) any debts to Mortgagee for which the Mortgagor is jointly or severally liable with a third party, or is secondarily liable to Mortgagee as surety or endorser; (6) any advances or payments by Mortgagee to satisfy or pay in whole or in part any debt owed to a senior Mortgagee upon the property described herein; (7) all indebtedness of the Mortgagor, not directly to the Mortgagee, but to a third party by whom it has been transferred, assigned, endorsed to or otherwise acquired by Mortgagee or its assignee; and (8) all indebtedness to or advances made by any assignee or Mortgagee, prior or subsequent to the date hereof, including all pre-existing debts and future loans; and if Mortgagor shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this Mortgage, then this conveyance shall be and become null and void.

7. But if the Mortgagor shall fail to pay, or cause to be paid, at maturity, the indebtedness hereby secured or any part thereof, according to the terms thereof, or fails to pay any installment, principal and/or interest, when the same is above promised to be paid, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or

performed, or if the interest of the Mortgagee in said property becomes endangered by reasons of the enforcement of any prior lien or encumbrances thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable, and this Mortgage subject to foreclosure at the option of the Mortgagee without notice; and the Mortgagee shall have the right and is/are hereby authorized to enter upon and take possession of said property, and, after or without taking possession, to sell the same before the Courthouse door in the county where said real property is located, at public outcry, for cash, first giving notice of the time, place and terms of said sale by publication once a week for three successive weeks immediately prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, the Mortgagee, or any person conducting said sale for the Mortgagee, is authorized to execute to the purchaser at said sale a deed to the property so purchased. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

8. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fee; Second, to the repayment of any money with interest thereon, which is necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided; Third, to the payments and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; Fourth, the balance, if any, shall be paid to the Mortgagor. If this Mortgage be foreclosed in state court, reasonable attorney's fee for foreclosing the same shall be paid out of the proceeds of the sale.

9. All expenses incurred by the Mortgagee, including attorney's fees, in compromising, adjusting, or defending against liens, claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

10. The undersigned waives all right of exemption as to personal property under the laws of Alabama or any other State, or of the United States as to any of the items secured or that may be secured by the terms of this instrument, and agrees to pay a reasonable attorney's fee to the Mortgagee, should the Mortgagee employ an attorney to collect the same. The Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment, or requiring that the value of the property conveyed hereby be set off against any part of the debt secured hereby.

11. As long as any of the indebtedness hereby secured shall remain unpaid, the Mortgagor will neither commit nor permit waste to be committed on the premises hereby conveyed;

and upon the commission of any waste thereon the Mortgagee may, at Mortgagee's option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as the indebtedness hereby secured shall remain unpaid.

12. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereof, all the rents, income and profits from the premises are hereby transferred, assigned, set over and conveyed to Mortgagee, and the Mortgagee may proceed to collect the rent, income and profits from the premises upon such default either with or without the appointment of a receiver; but the Mortgagee shall not thereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder, but may at any time terminate the same. Any rents, income and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with the interest thereon, the cost of necessary repairs, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

13. During the existence of this Mortgage, upon the voluntary or involuntary sale, transfer, conveyance or change of ownership of the Mortgaged Property, or any part thereof, without the written permission or consent of the Mortgagee, the Mortgagee may, at its option, declare the entire principal indebtedness evidenced by the Note secured by this Mortgage, with the interest thereon, and any other charge against said property under the terms of this Mortgage, due and payable and upon such declaration this Mortgage shall be subject to immediate foreclosure.

14. All covenants, conditions, and agreements herein contained shall extend to and bind the Mortgagor's executors, administrators, heirs and assigns, and shall insure to the benefit of the Mortgagor's legal representatives and assigns, and wherever the context hereof so requires or admits all reference herein to the Mortgagor in one number shall be deemed to extend to and include the other numbers whether plural or singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal on this the

17th day of July, 2002.

ALABAMA BLUE WATER
ADVENTURES, L.L.C.

BY: Daniel Wayne Gibson
Its: President

STATE OF ALABAMA §
 §
COUNTY OF TUSCALOOSA §

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that
Daniel Wayne Gibson whose name as President of Alabama Blue Water
Adventures, LLC, is signed to the foregoing Mortgage, and who is known to me, acknowledged
before me on this day that, being informed of the contents of said Mortgage, he executed the same
voluntarily, and as an act of said limited liability company, on the day the same bears date.

Given under my hand and official seal, this the 17th day of July, 2002.

William Harvey Barkley
Notary Public
My Commission Expires: 4/14/03