

This instrument was prepared by



20030701000413730 Pg 1/2 493.25
Shelby Cnty Judge of Probate, AL
07/01/2003 13:35:00 FILED/CERTIFIED

(Name).....Mike T. Atchison.....

(Address).....PO Box 822, Columbiana, AL 35051.....

Form 1-1-22 Rev. 1-66

STATE OF ALABAMA
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Camp Branch Properties, LLC, a Corporation
(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 Three Hundred Nineteen Thousand Four Hundred Twenty and no/100-----Dollars
(\$ 319,420.00), evidenced by a 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, LLC, a corporation

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:

PARCEL B:
Commence at the NW corner of the NW 1/4 of the SW 1/4 of Section 6, Township 22 south,
Range 1 West, Shelby County, Alabama; thence South 81 degrees 37 minutes 38 seconds East,
a distance of 1592.60 feet; thence South 25 degrees 00 minutes 48 seconds West, a distance
of 646.70 feet; thence South 41 degrees 15 minutes 49 seconds West, a distance of 683.30
feet; thence South 34 degrees 22 minutes 5 seconds East a distance of 132.69 feet; thence
North 36 degrees 39 minutes 5 seconds East, a distance of 160.21 feet; thence South 53
degrees 19 minutes 08 seconds East a distance of 194.04 feet to the point of beginning;
thence North 36 degrees 40 minutes 52 seconds East a distance of 353.06 feet; thence South
53 degrees 19 minutes 08 seconds East, a distance of 370.04 feet to the Northwesterly
right of way of Alabama Highway #25 (80-foot right of way); thence South 36 degrees 40
minutes 52 seconds West along said right of way a distance of 353.06 feet; thence North 53
degrees 19 minutes 08 seconds West and leaving said right of way a distance of 370.04 feet
to the point of beginning.

According to survey of Robert C. Farmer, RLS #14720, dated June 16, 2003.

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

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.

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.

IN WITNESS WHEREOF the undersigned

have hereunto set signature and seal, this day of , 20

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CAMP BRANCH PROPERTIES, LLC

BY: Creed Development LLC
Its Member

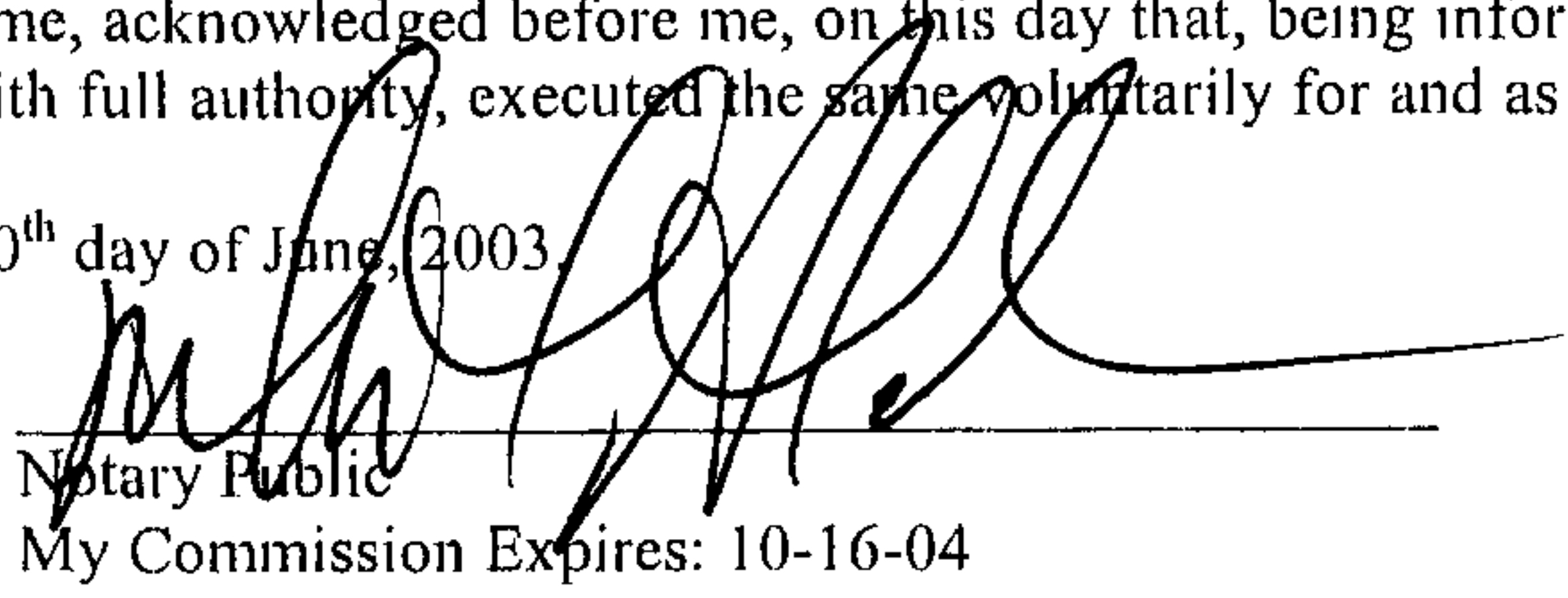


BY: W. Larry Clayton
Its Manager

STATE OF ALABAMA
SHELBY COUNTY

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that W. Larry Clayton, whose name as Manager of Creed Development, LLC, a limited liability company, as a member of Camp Branch 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 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 20th day of June, 2003.


Notary Public
My Commission Expires: 10-16-04

Return to:

TO

MORTGAGE DEED

THIS FORM FROM

MICHAEL T. ATCHISON

ATTORNEY AT LAW

P. O. BOX 822
COLUMBIANA, ALABAMA 35051