

MORTGAGE

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, **PETER GROETZINGER AND KATHERINE GROETZINGER** (the "Mortgagor"), have become justly indebted unto **COMERICA BANK** (the "Mortgagee").

WHEREAS, BRAZOS AQUA, INC., a Texas corporation (the Borrower"), has signed and delivered unto Mortgagee a certain promissory note of even date herewith in the original principal amount of Three Hundred Fifteen Thousand and No/100 Dollars (\$315,000.00) (the "Promissory Note") with interest that fluctuates starting at the initial rate of seven and one-quarter percent (7.25%) per annum until the first change period begins. The adjusted interest rate will be one and three-quarters percent (1.75%) above the Prime Rate and will be adjusted on the first calendar day of each change period or calendar quarter. Principal and interest payments shall commence on the 18th day of April, 2005, with a final payment, which is due and payable on the 18th day of March, 2015, and be payable to Comerica Bank at 1900 West Loop South, Suite 220, Houston, Texas, 77027, or at other such place as the holder may designate in writing as follows. The terms of the Promissory Note are incorporated herein by reference.

WITNESSETH, that whereas this Mortgage is made and delivered by Mortgagor, as security for those Unconditional Guarantees of Mortgagor, in favor of Mortgagee in order to secure a loan from Mortgagee to Borrower, as evidenced by the Promissory Note.

NOW, THEREFORE, for the purpose of securing the payment of said Promissory Note, the undersigned Mortgagor has granted, bargained, sold and conveyed and, by these presents does grant, bargain, sell and convey unto Mortgagee the following described property, to wit:

Commence at the Southeast corner of the SW1/4 of the NW1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama. Thence North along the Ease line of said quarter-quarter section 760 feet for point of beginning. Thence along the same line 571.93 feet to the Northeast corner of said quarter-quarter section. Thence angle left 89 degrees 17 feet for 533 feet. Thence angle left 90 degrees 43 feet for 571.93 feet. Thence angle left 89 degrees 17 feet for 533 feet to point of beginning. Situated in Shelby County, Alabama.

Subject to taxes for the current year and any easements, restrictions or reservation of record.

The principal amount secured by this Mortgage shall not exceed the original amount shown herein.

TOGETHER WITH all rights to the rents, issues and profits of the Mortgaged Property as well as the fees, charges, accounts, or other payments for the use or occupancy of rooms and other public facilities (provided, however, that the Mortgagor shall be entitled to collect and retain the above until a Default has occurred hereunder).

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee and the Mortgagee's heirs and assigns, in fee simple.

Mortgagor may at any time prepay, without the payment of any premium, the whole or any part of the principal indebtedness secured by this Mortgage, with accrued interest.

It is agreed that in the event any payment hereon is past due more than ten (10) days, there shall be a late payment penalty of five percent (5%) of the payment.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from encumbrance; and that the Mortgagor warrants, and will forever defend the title to and the possession of said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. If, however, default is made in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon or if there is default in payment of any mortgage or lien which has priority to this Mortgage as it matures, or if any covenant in this Mortgage is not kept, or if the Mortgagor be adjudicated a bankrupt (the term "Mortgagor" as used in this sentence has reference singularly, as well as jointly, to all parties who execute this Mortgage), then, at the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, whether due by the terms hereof or not, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, are hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the South door of the Courthouse of Shelby County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three (3) consecutive weeks in some newspaper published in said County or by posting notice in two (2) public places in said County.

In case of sale under the powers herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all right, title, interest and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgage shall pay, first, the cost of advertising, selling and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure and keep insured the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at Mortgagee's option, either pay the taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness herein above described or the Mortgagee's election, proceed to foreclose this Mortgage, as is herein above provided.

In case the said notes, or any of them are placed in the hands of an attorney for collection, the Mortgagor agrees to pay a reasonable attorney's fee, for the collection thereof.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state



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Shelby Cnty Judge of Probate, AL
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control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

WITNESS my (our) hand(s) and seal(s) this the 18th day of March, 2005.


Peter Groetzinger

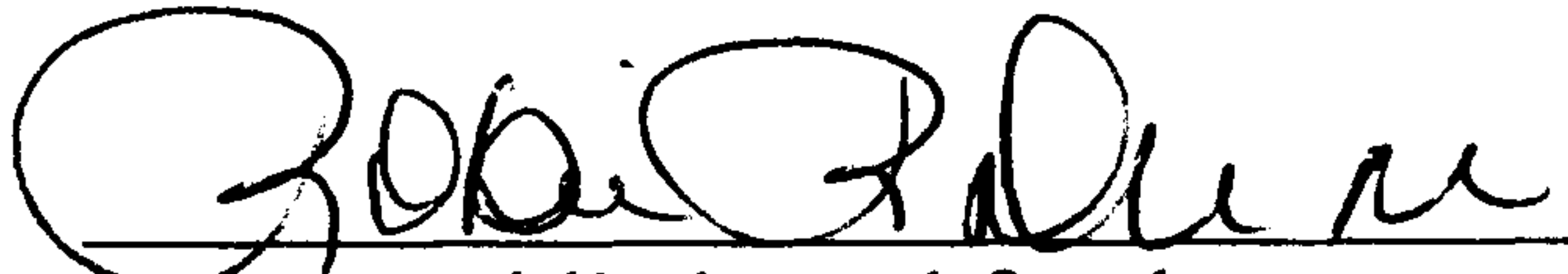

Katherine Groetzinger

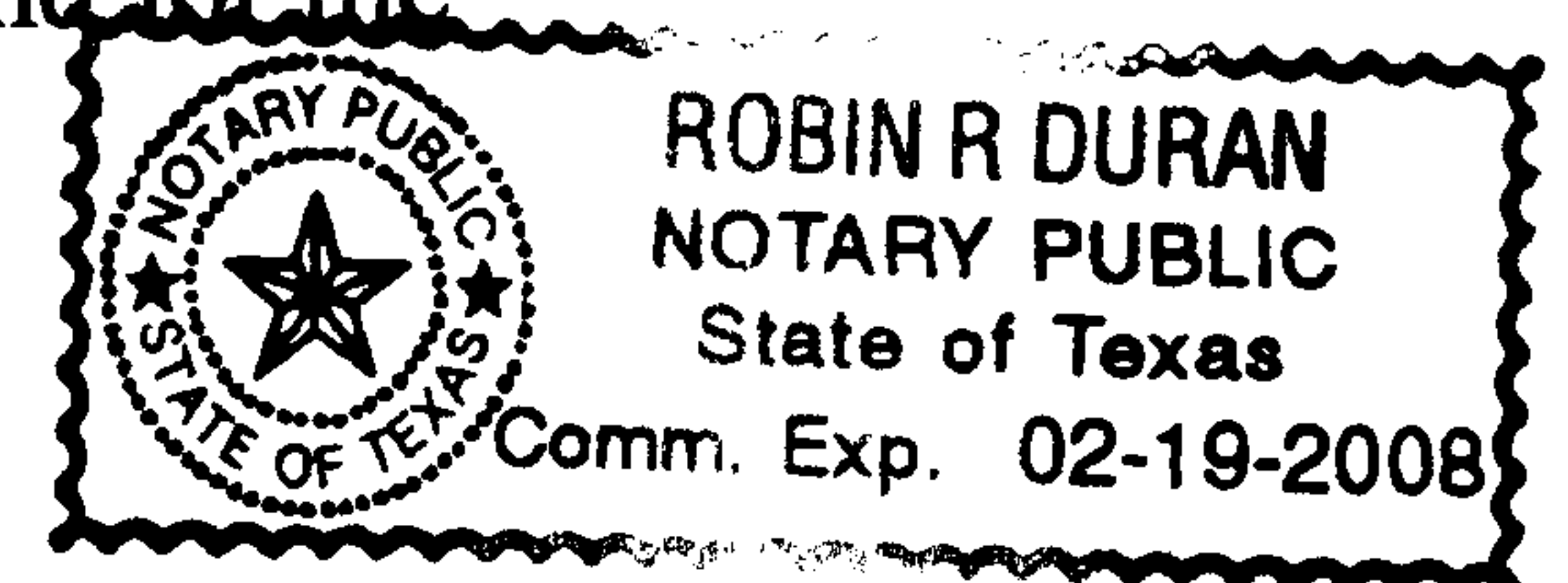
STATE OF TEXAS §

COUNTY OF McLennan §
§

I, the undersigned, a Notary Public, in and for said State and County, hereby certify that Peter Groetzinger and Katherine Groetzinger, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, they executed the same voluntarily, on the day the same bears date.

Given under my hand and seal on the 17th day of March, 2005.


Notary Public in and for the
State of Texas



MORTGAGOR:

COMERICA BANK
1900 West Loop South, Suite 220
Houston, Texas 77027

This instrument prepared by:
Cuong Tran
5420 LBJ Freeway, Suite 300
Dallas, Texas 75240
Telephone (972) 788-5300