

THIS INSTRUMENT WAS PREPARED BY:

✓ Dwayne Stephenson
788 Spring Hill Road
Talladega, Al 35160

MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **BLACK CREEK DEVELOPMENT COMPANY, LLC.**, (hereinafter called "Mortgagors", is justly indebted, to **DPT, LLC.**, hereinafter called "Mortgagee", in the amount of **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00)**, evidenced by a promissory note of even date herewith.

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

NOW THEREFORE, in consideration of the premises, said Mortgagor, **BLACK CREEK DEVELOPMENT COMPANY, LLC.**, 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, Stat of Alabama, to-wit:

SEE EXHIBIT "A"

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

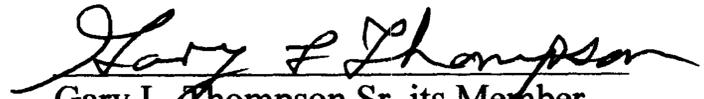
To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assign forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 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 insured as above specified, or fails 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 collection 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 reimburse said Mortgagee or assigns for any amounts Mortgagee 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 encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, 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 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, and 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 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 said sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agrees the said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagor 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.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Landers' prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

IN WITNESS WHEREOF the undersigned **BLACK CREEK DEVELOPMENT COMPANY, LLC.**, has hereunto set its signature and seal, this the 28th day of April 2005.


Gary L. Thompson Sr. its Member
Mortgagors

STATE OF ALABAMA

COUNTY OF TALLADEGA

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **GARY L. THOMPSON SR.**, Member of **BLACK CREEK DEVELOPMENT COMPANY, LLC.**, an Alabama Corporation is signed to the forgoing Mortgage, and who is known to me, acknowledged before me on this day, he as such Member and with full authority, executed the same voluntarily, for and as the act of said **BLACK CREEK DEVELOPMENT COMPANY, LLC.**, on the same bears date

Given under my hand and official seal on this the 28th day of April 2005.

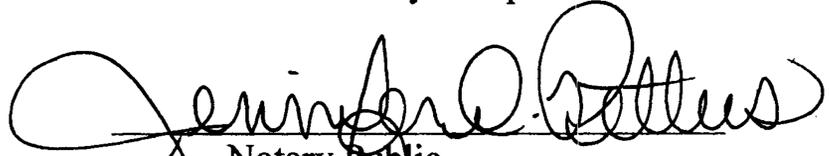

Notary Public
MY COMMISSION EXPIRES 12-6-06

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, CONTAINING 82.37 ACRES, MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN S 00 DEGREES 42 MINUTES 01 SECONDS W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 FOR 1,229.47 FEET; THENCE RUN S 88 DEGREES 05 MINUTES 42 SECONDS WEST FOR 675.66 FEET; THENCE RUN S 16 DEGREES 04 MINUTES 53 SECONDS EAST FOR 557.96 FEET; THENCE RUN SOUTH 73 DEGREES 27 MINUTES 46 SECONDS WEST FOR 389.72 FEET; THENCE RUN NORTH 22 DEGREES 17 MINUTES 05 SECONDS EAST FOR 192.90 FEET; THENCE RUN SOUTH 86 DEGREES 36 MINUTES 35 SECONDS WEST FOR 123.56 FEET; THENCE RUN NORTH 65 DEGREES 48 MINUTES 40 SECONDS WEST FOR 336.06 FEET; THENCE RUN NORTH 60 DEGREES 26 MINUTES 18 SECONDS WEST FOR 224.32 FEET; THENCE RUN NORTH 67 DEGREES 53 MINUTES 19 SECONDS WEST FOR 151.60 FEET; THENCE RUN NORTH 62 DEGREES 26 MINUTES 41 SECONDS WEST FOR 100.81 FEET; THENCE RUN NORTH 68 DEGREES 50 MINUTES 52 SECONDS WEST FOR 90.65 FEET; THENCE RUN NORTH 51 DEGREES 49 MINUTES 17 SECONDS WEST FOR 151.51 FEET; THENCE RUN NORTH 42 DEGREES 14 MINUTES 07 SECONDS WEST FOR 150.05 FEET; THENCE RUN NORTH 26 DEGREES 22 MINUTES 14 SECONDS WEST FOR 157.15 FEET; THENCE RUN SOUTH 46 DEGREES 16 MINUTES 50 SECONDS WEST FOR 416.80 FEET; THENCE RUN SOUTH 45 DEGREES 54 MINUTES 53 SECONDS WEST FOR 87.59 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89 DEGREES 09 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 FOR 200.53 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 02 DEGREES 40 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 FOR 1,313.31 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 89 DEGREES 08 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 FOR 1,269.27 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 89 DEGREES 09 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 FOR 1,299.52 FEET TO THE POINT OF BEGINNING.

Subject to the existing easements, restrictions, set-back lines, rights of way, and limitations, if any, of record.