

STATE OF ALABAMA

SHELBY COUNTY

ASSIGNMENT OF NOTE AND MORTGAGE

For Value received the undersigned, DPT, LLC, does hereby assign Three Hundred Thousand Dollars of the Four Hundred Thousand Dollar attached Note and Mortgage to Steven B. Metheny to secure that certain Three Hundred Thousand Dollar Note between Steven B. Metheny and Laurel Lakes, LLC dated September 1, 2004 of which a copy is attached hereto. Upon the payment of the Three Hundred Thousand Dollar Note, Steven B. Metheny will assign the Note and Mortgage back to DPT, LLC.

DPT, LLC

  
Dorothy P. Thompson  
Member

\_\_\_\_\_  
Steven B. Metheny

**PROMISSORY NOTE**

20060614000284320 2/7 \$29.00  
Shelby Cnty Judge of Probate, AL  
06/14/2006 04:13:04PM FILED/CERT

\$300,000

Birmingham, Alabama  
September 1, 2004

FOR VALUE RECEIVED, the undersigned, Gary Thompson, Gary Thompson, Jr., Laurel Lakes, LLC, (hereinafter collectively referred to herein as the "Maker"), jointly and severally promise to pay to the order of Stephen B. Metheny (hereinafter together with any subsequent holder hereof called the "Holder"), the principal sum of \$300,000 as hereinafter provided:

1. **Origination Fee.** An origination fee of ten percent (10%) of the principal balance owed hereunder shall be due and payable on October 1, 2004.

2. **Principal.** The entire unpaid principal balance hereof shall be due and payable in full on October 1, 2004.

3. **Manner and Place of Payment.** All payments hereunder shall be made in lawful money of the United States of America by check mailed to Holder at the then current address of the Holder.

4. **Prepayment Privilege.** The Maker may prepay all or any part of the outstanding principal balance of this Note at any time and from time to time without penalty or premium. The origination fee shall be due and payable together with any prepayment of all of the outstanding balance if paid prior to October 1, 2004.

5. **Acceleration.** Time is of the essence. Upon the occurrence of a default in payment hereunder (herein referred to as an "Event of Default"), then the entire principal sum evidenced by this Note, together with the origination fee, shall, at the option of the Holder, become immediately due and payable without further notice, demand or presentment for payment.

6. **Non-Assignment.** The obligations of Maker hereunder shall be binding upon and enforceable against Maker and its or his successor and assigns. This Note shall be not be assigned by Maker without the prior consent of the Holder.

7. **Waiver.** With respect to all obligations hereunder, the Maker waives the following: (i) all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the constitution or laws of the United States or any state thereof, (ii) demand, presentment, protest, notice of dishonor, suit against any party and all other requirements necessary to charge or hold the Maker on any obligation, (iii) all statutory provisions and requirements for the benefit of the Maker now or hereafter in force (to the extent that same may be waived), and (iv) the right to interpose any set-off or counterclaim of any nature or description in any litigation in which the Holder and the Maker shall be adverse parties. The Maker agrees that the Holder will not be required to resort first to any other security pledged or granted to the Holder, but upon the occurrence of an Event of Default, the Holder may

forthwith look to the Maker for payment hereunder or may look to and realize upon any other security held by the Holder, in any order the Holder chooses, until the entire debt is paid. The Maker agrees that any obligations of the Maker may, from time to time, in whole or in part, be renewed, extended, modified, accelerated, compromised, discharged or released by the Holder, and any collateral lien and/or right of set-off securing any obligations may, from time to time, in whole or in part, be exchanged, sold or released, all without notice to or further reservation of rights against the Maker and all without in any way affecting or releasing the liability of the Maker.

8. **Miscellaneous.** The obligations and liabilities of the Maker under this Note are continuing, absolute, and unconditional, and shall remain in full force and effect until the principal amount due hereunder has been paid in full and all obligations of the Maker have been discharged, without regard to and without being released, discharged, impaired, modified, or in any way affected by, the occurrence from time to time of any event, circumstance or condition. Any provision of this Note which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any provision hereof. This Note shall be governed by and construed in accordance with the laws of the State of Alabama, applied without giving effect to any conflicts-of-law principles.

**IN WITNESS WHEREOF**, the Maker has executed and delivered this Note as of this day and year first written above.

**MAKER:**

**LAUREL LAKES, LLC**

BY: 

ITS: MANAGING MEMBER

  
WITNESS

  
WITNESS

  
WITNESS

  
GARY THOMPSON

  
GARY THOMPSON, JR.

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**PROMISSORY NOTE**

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Shelby County, Alabama  
April 28, 2005

For Value Received, the undersigned **BLACK CREEK DEVELOPMENT COMPANY, LLC** (hereinafter referred to as the "Obligor") promises to pay to the order of **DPT, LLC.**, (hereinafter referred to as the "Holder") the sum of Four Hundred thousand dollars (\$400,000.00) at the rate and on the date provided below from the date of this note until maturity.

Interest will accrue on the above-stated principal sum at the rate of **SIX and one half percent (6.5%)** simple interest per annum from the date of this Note until maturity

The above-stated sum shall be paid at the rate of Twenty-six Thousand Dollars (\$26,000.00) Interest Only per year for four years beginning April 28, 2006, and a final payment of Four Hundred twenty-six dollars (\$426,000.00) the fifth year.

**SECURITY:** This Note is secured by a Real Estate Mortgage executed to the payee herein.

**PREPAYMENT:** Privilege is reserved to prepay at any time the entire indebtedness without penalty.

**DEFAULT:** In the event of default in the making of any payment herein provided, or in the event of default under the terms of said mortgage, then the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each obligor, maker and endorser hereby waive all rights of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by Obligor, maker and endorser of this note.

BLACK CREEK DEVELOPMENT COMPANY, LLC

  
GARY L. THOMPSON,  
MANAGING MEMBER

Address of Obligor:

P.O. Box 516  
Talladega, Alabama 35161

20050504000214000 1/3 \$617.00  
Shelby Cnty Judge of Probate, AL  
05/04/2005 02:58:56PM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:

✓ Dwayne Stephenson  
788 Spring Hill Road  
Talladega, Al 35160

20060614000284320 5/7 \$29.00  
Shelby Cnty Judge of Probate, AL  
06/14/2006 04:13:04PM FILED/CERT

## MORTGAGE

STATE OF ALABAMA

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COUNTY OF SHELBY

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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.

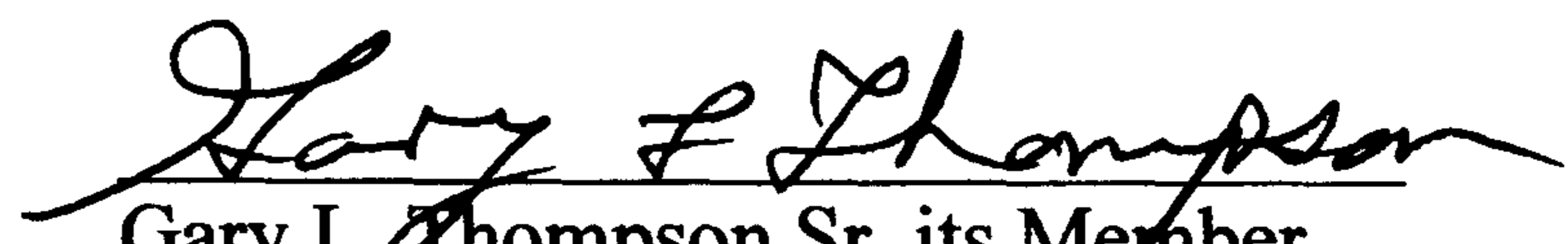
To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assign forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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's 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 28<sup>th</sup> day of April 2005.

  
Gary L. Thompson Sr. its Member  
Mortgagors


STATE OF ALABAMA

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COUNTY OF TALLADEGA

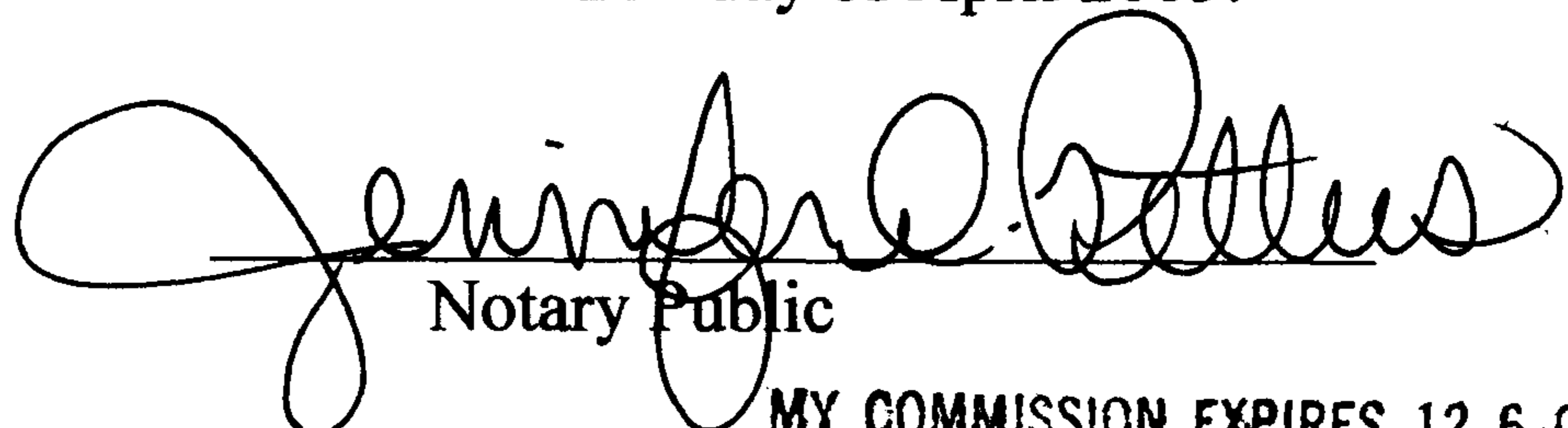
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Shelby Cnty Judge of Probate, AL  
06/14/2006 04:13:04PM FILED/CERT

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 28<sup>th</sup> 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.