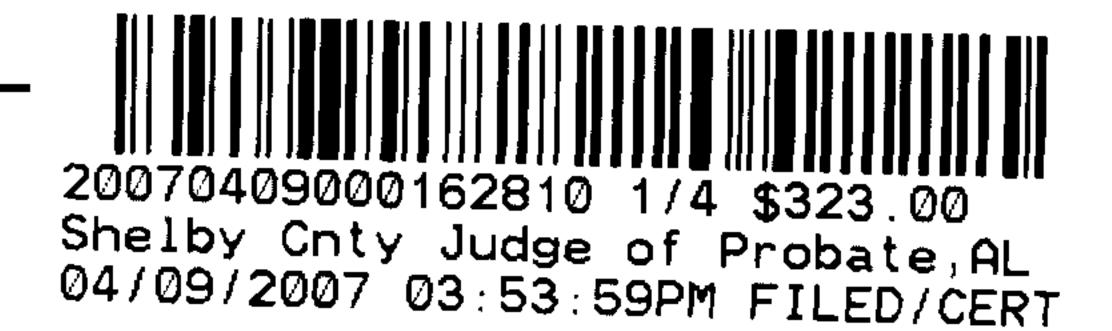
STATE OF ALABAMA
COUNTY OF SHELBY

### THIS INSTRUMENT PREPARED BY:

WALLACE ELLIS FOWLER & HEAD

P O Box 587

Columbiana, AL 35051



### PURCHASE MONEY MORTGAGE

## KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Cain & Lucas Properties, LLC, an Alabama limited liability company, are justly indebted to Larry E. Cain and wife, Jane R. Cain in the sum of Two Hundred Thousand and NO/100 Dollars (\$200,000.00) (the "Indebtedness") evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

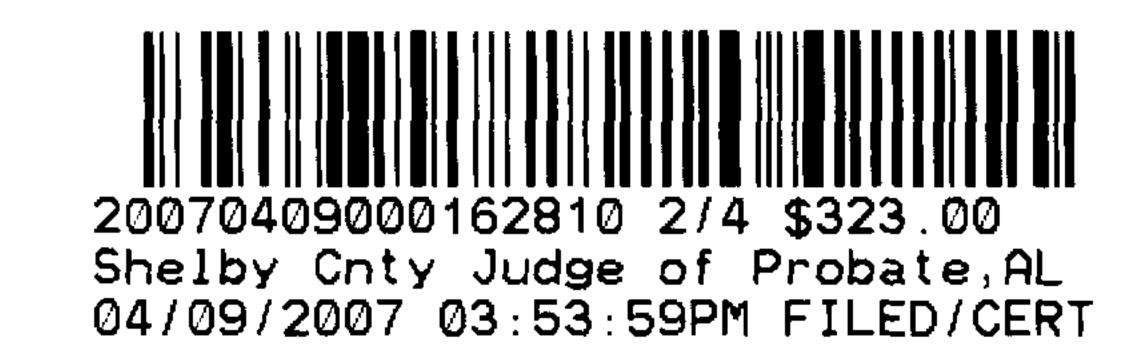
NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned Cain & Lucas Properties, LLC, an Alabama limited liability company (hereafter, the "Mortgagor"), does hereby grant, bargain, sell and convey unto the said Larry E. Cain and wife, Jane R. Cain (hereinafter, the "Mortgagee"), the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

## SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Subject to taxes for 2007 and subsequent years.

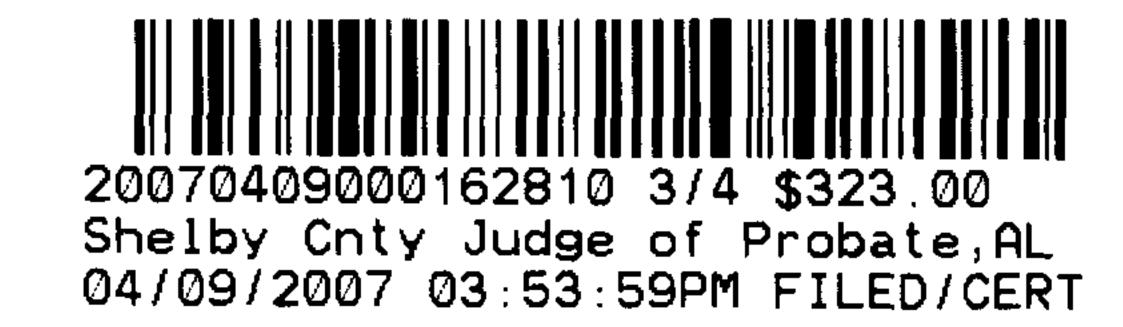
The proceeds of this loan have been applied toward the purchase price of the Property described above conveyed to Mortgagor simultaneously herewith.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagee, with loss, if any, payable to the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if the undersigned fails to keep the Property insured as above specified, or fails to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall



be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the 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 Mortgagee 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, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefore, as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and the undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee 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.



It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, Grantor, Cain & Lucas Properties, LLC, by and through Larry Cain and Jerry Lucas, as its Members, who are authorized to execute this Mortgage, has hereunto set its signature and seal as of the \_\_\_\_\_\_\_\_ day of March, 2007.

WITNESS:	CAIN & LUCAS PROPERTIES, LLC
	By: Larry Cain, as its Member  Verry Mucan
	By: Jerry Lucas, as its Member
STATE OF ALABAMA ) COUNTY OF SHELBY )	

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Larry Cain, whose name as Member of Cain & Lucas Properties, LLC, an Alabama Limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed the contents of the conveyance, he, as such Member and with full authority, executed the same for and on behalf of the limited liability company on the day the same bears date.

Given under my hand and seal this 3rd day of Wareh, 2007.

Motary Public / Motary Public

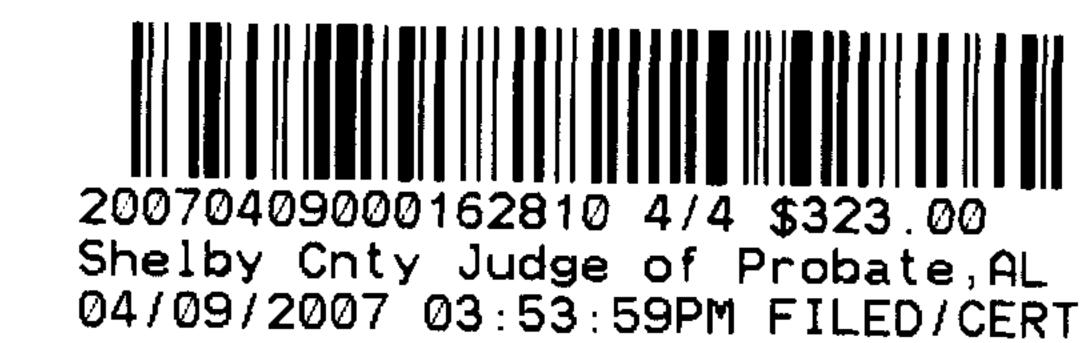
My Commission Expires: 9/12/07

STATE OF ALABAMA )
COUNTY OF SHELBY )

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Jerry Lucas, whose name as Member of Cain & Lucas Properties, LLC, an Alabama Limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed the contents of the conveyance, he, as such Member and with full authority, executed the same for and on behalf of the limited liability company on the day the same bears date.

Given under my hand and seal this 3rd day of March, 2007.

Mullem Julie Notary Public



# EXHIBIT "A" LEGAL DESCRIPTION

All that part of the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Southwest 1/4, Section 36, Township 20 South, Range 1 West, and Northeast 1/4 of the Southeast 1/4, Section 35, Township 20 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

From an axle at the SW comer of Section 36, Township 20 South, Range 1 West, run thence (TRUE) North 00 deg. 27 min. 19 sec. West along the accepted West boundary of the SW 1/4 of SW 1/4 of said Section 36 for a distance of 1324,39 feet to a railroad rail accepted as the SW comer of the NW 1/4 of SW 1/4 of said Section 36; thence run North 00 deg. 30 min. 08 sec. West along the accepted West boundary of said NW 1/4 of SW 1/4 for a distance of 1248.25 feet to a point in the center of Sumner Drive (no designated R.O.W.), being the point of beginning of herein described parcel of land; thence run South 72 deg. 04 min. 50 sec. East along said drive centerline for a distance of 28.91 feet to a point at the P.C. of a curve concave left, having a delta angle of 15 deg. 54 min. 19 se . and tangents of 100.00 feet; thence run South 80 deg. 01 min. 59 sec. East for a chord distance of 198.08 feet to a point at the P.T.; thence run South 87 deg. 59 min. 09 sec. East along said drive boundary for a distance of 93.36 feet to a point at the P.C. of a curve concave right, having a detta angle of 08 deg. 01 min. 47 sec, and tangents of 50,00 feet; thence run South 83 deg. 58 min. 15 sec. East for a chord distance of 99.75 feet to a point at the P.T.; thence run South 79 deg. 57 min. 22 sec. East along said drive centerline for a distance of 123.41 feet to a point at the P.C. of a curve concave left, having a delta angle of 31 deg. 04 min. 42 sec. and tangents of 75.00 feet; thence run North 84 deg. 30 min. 17 sec. East for a chord distance of 144.52 feet to a point at the P.C. of a curve concave left, having a delta angle of 13 deg. 53 min. 11 sec. and tangents of 175.80 feet; thence run North 62 deg. 01 min. 21 sec. East for a chord distance of 349.03 feet to a point at the P.T.; thence run North 55 deg. 04 min. 45 sec. East along said drive boundary for a distance of 108.98 feet to a point at the P.C. of a curve concave right, having a delta angle of 25 deg. 11 min. 52 sec. and tangents of 100.00 feet; thence run North 67 deg. 40 min. 41 sec. East for a chord distance of 195.18 feet to a point at the P.T.; thence run North 80 deg. 16 min. 37 sec. East along said drive centerline for a distance of 55.38 feet to a point on an accepted segment of the East boundary of the SW 1/4 of NW 1/4 of aforementioned Section 36; thence run North 00 deg. 11 min. 38 sec. West along an accepted segment of the East boundary of sald SW 1/4 of NW 1/4 for a distance of 15.21 feet to a 1" pipe; thence continue North 00 deg. 11 min. 38 sec. West along an accepted segment of the East boundary of said SW 1/4 of NW 1/4 for a distance of 242,86 feet to a 1" pipe; thence run North 00 deg. 16 min. 36 sec. East along an accepted segment of the East boundary of said SW 1/4 of NW 1/4 for a distance of 920,48 feet to a pine knot in a rock pile accepted as the N.E. comer of the SW 1/4 of NW 1/4 of Section 38, Township 20 South, Range 1 West; thence run South 87 deg. 28 min. 07 sec. West for a distance of 1324.45 feet to a railroad rail accepted as the N.W. comer of said SW 1/4 of NW 1/4; thence run South 00 deg. 15 min. 48 sec. East for a distance of 1335.17 feet to a railroad rail accepted as the N.E. comer of the NE 1/4 of SE 1/4 of Section 35, Township 20 South, Range 1 West; thence run South 88 deg. 26 min. 23 sec. West for a distance of 98.10 feet to the point in the center of aforementioned Sumner Drive; said point being on a curve concave right, having a delta angle of 14 deg. 40 min. 13 sec. and tangents of 74.95 feet; thence run South 75 deg. 30 min. 50 sec. East for a chord distance of 62.36 feet to a point at the P.T.; thence run South 72 deg. 04 min. 50 sec. East along said drive centerline for a distance of 37.78 feet to the point of beginning of herein described parcel of land, situated in the NE 1/4 of SE 1/4 of Section 35, Township 20 South, Range 1 West and the SW 1/4 of NW 1/4 and the NW 1/4 of SW 1/4 of Section 36, Township 20 South, Range 1 West, Shelby County, Alabama.

Together with a 30 foot non-exclusive easement for ingress and egress an existing gravel road, known as Sumner Drive (no designated R.O.W.) description to-wit: From a railroad rail accepted as the NE comer of the NE 1/4 of SE 1/4 of Section 35, Township 20 South, Range 1 West, run thence (TRUE) South 88 deg. 26 min. 23 sec. West along the accepted North boundary of said NE 1/4 of SE 1/4 for a distance of 96.10 feet to the point of beginning of the centerline of a 30 foot non-exclusive easement for ingress and egress, said point being on a curve concave right, having a delta angle of 14 deg. 40 min. 13 sec. and tangents of 74,95 feet; thence run South 75 deg. 30 mln. 50 sec. East for a chord distance of 62.36 feet to a point at the P.T.; thence run South 72 deg. 04 min. 50 sec. East along said easement centerline for a distance of 66.69 feet to a point at the P.C. of a curve concave left, having a delta angle of 15 deg. 54 mln. 19 sec. and tangents of 100.00 feet; thence run South 80 deg. 01 min. 59 sec. East for a chord distance of 198.08 feet to a point at the P.T.; thence run South 87 deg. 59 min. 09 sec. East along said easement centerline for a distance of 93.36 feet to a point at the P.C. of a curve concave right, having a delta angle of 08 deg. 01 min. 47 sec. and tangents of 50.00 feet; thence run South 83 deg. 58 min. 15 sec. East for a chord distance of 99.75 feet to a point at the P.T.; thence run South 79 deg. 57 min. 22 sec. East along said easement centerline for a distance of 123.41 feet to a point at the P.C. of a curve concave left, having a delta angle of 31 deg. 04 min. 42 sec. and tangents of 75.00 feet; thence run North 84 deg. 30 min. 17 sec. East for achord distance of 144.52 feet to a point at the P.C. of a curve concave left, having a delta angle of 13 deg. 53 min. 11 sec. and tangents of 175.80 feet; thence run North 62 deg. 01 min. 21 sec. East for a chord distance of 349.03 feet to a point at the P.T.; thence run North 55 deg. 04 min. 45 sec. East along said easement centerline for a distance of 108.98 feet to a point at the P.C. of a curve concave right, having a delta angle of 25 deg. 11 min. 52 sec. and tangents of 100.00 feet; thence run North 57 deg. 40 min. 41 sec. East for a chord distance of 195.18 feet to a point at the P.T.; thence run North 80 deg. 16 min. 37 sec. East along said easement centerline for a distance of 55.36 feet to a point of termination on an accepted segment of the East boundary of the SW 1/4 of NW 1/4 of Section 36, Township 20 South, Range 1 West.

And also together with a Right of Way Easement of 30 feet as set out in Book 311, page 655 in the Probate Office of Shelby County, Alabama.