This instrument prepared by: Sandra B Northington
of Community Bank & Trust, P. O. Box 310, Union Springs,
Alabama 36089. (334) 738-5322

STATE OF ALABAMA - SHELBY COUNTY
MORTGAGE DEED
DUE ON SALE / FUTURE ADVANCE

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Timbercreek, L.L.C., an Alabama Corporation,, (hereinafter called "Mortgagors", whether one or more) are justly indebted to Community Bank & Trust, a corporation, whose address is P. O. Box 310, Union Springs, Alabama 36089, hereinafter called "Mortgagee", in the sum of One Hundred Eighty-Six Thousand One Hundred Seventy-Four and 00/100 Dollars ($186,174.00), evidenced by promissory note, of even date herewith, which note matures on the 15th
day of October, 2012.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof together with payment of indebtedness recited hereinafter.

NOW THEREFORE, in consideration of the premises, and in order to secure the repayment of the promissory note recited above together with all renewals and extensions of the same, and to secure the repayment of any obligation by the Mortgagors in favor of the Mortgagee, whether existing now or in the future, including any future advances by the Mortgagee to the Mortgagors, and all others executing this mortgage, the Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee, its successors and/or assigns, the following described real estate situated in Shelby County, State of Alabama, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION INCORPORATED HEREIN BY REFERENCE

SEE EXHIBIT " B" FOR ENVIRONMENTAL CLAUSE INCORPORATED HEREIN BY REFERENCE

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Together with all rents and other revenues thereof and all rights, privileges, easements, tenements, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after acquired title and easements and all rights, title and interest, now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the above granted property unto the Mortgagee, as aforesaid.

The Mortgagors, for themselves and their heirs, covenant to the Mortgagee, and assigns, that the Mortgagors is/are lawfully seized in fee simple of the property conveyed herein; that the property is free from all encumbrances, unless otherwise noted; that the Mortgagors have a good right to sell, convey and mortgage the same and the Mortgagors will warrant and defend the same to the Mortgagee, and assigns, against the lawful claims of all persons.

The following shall govern the terms of this Mortgage:

1. The Mortgagors agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of the same, the said Mortgagee may at Mortgagee's option pay the same. The Mortgagors agree 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 payable to Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee. If the Mortgagors fail to keep said property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then 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 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 at the rate stated on the promissory note secured hereby, from date of payment by Mortgagee and shall be at once due and payable.

2. Upon condition, however, that if the Mortgagors pay said indebtedness secured herein, and reimburses the Mortgagee or assigns for any amounts the Mortgagee may have expended for taxes, assessments, insurance, termite bond renewals, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by Mortgagee or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity or for any reason go into default, or should the interest of Mortgagee 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, 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 Mortgagee shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper of general circulation in the County and State in which the property lies, sell the same in lots or parcels or en masse as Mortgagee deems 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 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; and Fourth, the balance, if any, to be

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turned over to the Mortgagors. The Mortgagors further agree that Mortgagee may bid at said sale and purchase said property; Mortgagors further agree to pay a reasonable attorney's fee to Mortgagee or assigns for the foreclosure of this mortgage, whether it be pursuant to the power of sale contained herein or through Judicial foreclosure, said fee to be a part of the debt hereby secured.

3. In the event of the sale of the property described herein or in the event of default of the indebtedness secured hereby, and at the option of the Mortgagee, then this Mortgage shall be subject to foreclosure and Mortgagee shall have those rights as enumerated in Paragraph 2 hereinabove for the foreclosure as now provided by law.

4. The Mortgagors agree and covenant to the Mortgagee to keep all improvements, if any, on the property in a state of repair and not to damage or commit any act that would result in a reduction of value of the property described in this mortgage, normal wear and tear excepted.

5. All references in the Mortgage to the Mortgagee shall apply equally to any successors in interest or assigns of the Mortgagee.

6. In addition to the warranties of title contained herein, the Mortgagor does hereby warrant to the Mortgagee, successors and assigns, that the Mortgagor knows of no fact or circumstance resulting from the prior use of the property described herein that would make said property, or any portion thereof, environmentally unsafe or which may lead to the acquiring of certain liability for clean up under any local, state or federal statutes, regulations or ordinances.

7. Should the Mortgagors fail to comply with any of the terms and conditions herein, including but not limited to, the duty to insure, the duty not to commit waste, the duty to pay ad valorem taxes and the duty to provide the Mortgagee adequate evidence of such insurance, then this Mortgage shall be considered in default and the Mortgagee shall have those rights as enumerated in Paragraph 2 hereinabove for the foreclosure as now provided by law in case of past due mortgages.

8. Future advances as used in this Mortgage shall be defined as all advances from Mortgagee to Mortgagor or other future obligations of Mortgagor to Mortgagee under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage, whether or not this Mortgage is specifically referenced. If more than one person signs this Mortgage, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Mortgage even though all or part may not be advanced. All future advances and other future obligations are secured as if made on the date of this Mortgage. Nothing in this Mortgage shall constitute a commitment to make additional or future loans or advances in any amount; any such commitment must be agreed to in a separate writing. Further, future advances are further defined as all obligations Mortgagor owes to Mortgagee, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Mortgagee. Further, future advances shall further be defined as all additional sums advanced and expenses incurred by Mortgagee for insuring, preserving or otherwise protecting the property described herein and its value and any other sums advanced and expenses incurred by Mortgagee under the terms of this Mortgage. In pursuant to foregoing, Mortgagor does hereby name, nominate and appoint Mortgagee as its lawfully appointed Attorney in Fact for the specific purpose of executing any notices of future advance and recording the same so as to place third parties on notice of the additional interest created and Mortgagor further agrees that all sums expended by the Mortgagee towards additional title examination and recording expenses may be charged back to the Note.

9. As additional security for payment of the indebtedness the undersigned Mortgagors do hereby assign, transfer and set over unto Mortgagee, all the rents, profits and income under every lease or leases of the property described herein including all extensions, amendments and renewals whether due now or to become due during the period this Mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against Mortgagor and those claiming by, under or through Mortgagor. Further, Mortgagor does hereby grant unto Mortgagee an Article 9 security interest in all contract rights arising from any lease or leases on the property.

10. If a Court of competent jurisdiction determines any term or provision in this Mortgage is invalid or prohibited by applicable law that term or provision shall be severed from the rest of this Mortgage without invalidating the remainder of this Mortgage. This Mortgage and related documents further represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s) and seal, this the 27th day of September, 2007.

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(L.S.)
Merrill H Ingram
MANAGER OF TIMBERCREEK, LLC

STATE OF ALABAMA

SHELBY COUNTY

ACKNOWLEDGEMENT FOR PERSON IN REPRESENTATIVE CAPACITY

I, the undersigned, a Notary Public in and for said County and State hereby certify that Merrill H Ingram, whose name as Manager for Timbercreek, L.L.C. is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of the same, he in capacity as such , executed the same voluntarily and on the day the same bears date.

GIVEN under my hand and seal this the 27th day of September, 2007.

NOTARY PUBLIC
MY COMMISSION EXPIRES

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: AUG. 16, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT "A"

Unit 191, Building 47, in Edenton, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20070420000184480, in the Probate Office of Shelby County, Alabama, First Amendment to Declaration of Condominium of Edenton as recorded in 20070508000215560, Second Amendment to the Declaration of Condominium of Edenton as recorded in 20070522000237580, Third Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070606000263790, Fourth Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070626000297920 , 5th Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070817000390000 and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded as the Condominium Plat of Edenton a Condominium, in Map Book 38, page 77, and 1st Amended Condominium Plat of Edenton, a condominium as recorded in Map 39, Page 4, and any future amendments thereto, Articles of Incorporation of Edenton Residential Owners Association, Inc. as recorded in Instrument 20070425000639250 in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Residential Owners Association Inc. are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D". Together with rights in and to that certain Non-Exclusive Roadway Easement as set out in Instrument 20051024000550530 in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 126, Page 187, Deed Book 185, page 120, Real 105, page 861 and Real 167, page 335 in the Probate Office of Shelby County, Alabama; (3) Roadway Easement Agreement as recorded in Instrument 20051024000550530 and Instrument 20061024000523450 in the Probate Office of Shelby County, Alabama; (4) Restrictive Use Agreement between JRC Lakeside Limited Partnership and Cahaba Beach Investments, LLC as recorded in Instrument 20051024000550540 and in Instrument 20061024000523460 in the Probate Office of Shelby County, Alabama; (5) Easement for grading and slope maintenance recorded in Instrument 20060817000404390 in the Probate Office of Shelby County, Alabama; (6) Easement to BellSouth, as recorded in Instrument 20060920000466950 and Instrument 20070125000038780, in the Probate Office of Shelby County, Alabama; (7) Easement to Alabama Power Company recorded in Instrument 20061212000601050, Instrument 20061212000601060, Instrument 20060828000422250 and Instrument 20061212000601460, Instrument 20070517000230870 and Instrument 20070517000231070 in the Probate Office of Shelby County, Alabama; (8) Declaration of Condominium of Edenton, a Condominium which is recorded in Instrument 20070420000184480 in the Probate Office of Shelby County, Alabama, First Amendment to Declaration of Condominium of Edenton as recorded in 20070508000215560, Second Amendment to the Declaration of Condominium of Edenton as recorded in 20070522000237580, Third Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070606000263790, Fourth Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070626000297920, 5th Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070817000390000, and any amendments thereto, in the Probate Office of Shelby County, Alabama; (9) Articles of Incorporation of Edenton Residential Owners Association Inc. as recorded in Instrument 20070425000639250 in the Office of the Judge of Probate of Shelby County, Alabama; (10) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 41, page 83 and Deed Book 176, Page 186 in the Probate Office of Shelby County, Alabama; (11) Restrictions as set out in Real 54, page 199, in the Office of the Judge of Probate of Shelby County, Alabama; (12) Assignment and Conveyance with Development Agreements and Restrictive Covenants by and between Cahaba Land Associates LLC and Cahaba Beach Investments LLC as recorded in Instrument 20051024000550520, in the Office of the Judge of Probate of Shelby County, Alabama; (13) Rights of others in and to the non-exclusive easement as set out in Easement Agreement in Instrument 20051024000550530 in the Office of the Judge of Probate of Shelby County, Alabama.

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This Is EXHIBIT "B" To Mortgage Dated 09/27/07 In The Principal Amount Of $ 186,174.00 Executed By TIMBERCREEK, L.L.C. In Favor Of Communtiy Bank & Trust.

ENVIRONMENTAL CLAUSE

You shall indemnify and hold harmless the Bank, its parent company, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attribute to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a hazardous substance or, under or about your property or property leased by you, including, but not limited to attorney's fees, (including the reasonable estimate of the allocated cost of in-house counsel and staff). This indemnity shall survive repayment of your obligations to the Bank and the release of the mortgage, if any (whether by payment of the secured indebtedness or foreclosure or action in lieu thereof).

MERRILL H INGRAM
MANAGER OF TIMBERCREEK, LLC

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27th day of September,2007 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Community Bank & Trust

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
47191 PORTOBELLO RD, #191, BIRMINGHAM, AL 35242
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
EDENTON RESIDENTIAL CONDOMINIUMS
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

MERRILL H INGRAM -Borrower
MANAGER OF TIMBERCREEK, LLC

-Borrower

-Borrower

-Borrower

Compliance Systems, Inc.
800-968-8522 Fax 616-956-1868