

STATE OF ALABAMA)
SHELBY COUNTY)

20080201000042990 1/30 \$6398.00
Shelby Cnty Judge of Probate, AL
02/01/2008 02:07:57PM FILED/CERT

MORTGAGE

THIS MORTGAGE (this "Agreement") dated January 30, 2008 is between **TRIPLE S FARM, L.L.C.**, an Alabama limited liability company (herein jointly and severally called the "Borrower," whether one or more), as mortgagor, and **FIRST COMMERCIAL BANK**, an Alabama banking corporation (the "Lender"), as mortgagee.

Recitals

Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2. The Borrower has requested that the Lender extend Credit to the Borrower under the Credit Documents. To secure the Obligations, and to induce the Lender to extend such Credit, the Borrower has agreed to execute this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, and to induce the Lender to extend Credit to the Borrower under the Credit Documents, the Borrower agrees with the Lender as follows:

ARTICLE 1

RULES OF CONSTRUCTION AND DEFINITIONS

SECTION 1.1 Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of masculine, feminine or neuter gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.

(b) All references herein to designated "Articles," "Sections" and other subdivisions or to lettered Exhibits are to the designated Articles, Sections and subdivisions hereof and the Exhibits annexed hereto unless expressly otherwise designated in context. All Article, Section, other subdivision and Exhibit captions herein are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this Agreement.

(c) The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

