

**MORTGAGE**

20100430000453590 1/14  
Bk: LR201003 Pg: 27320  
Jefferson County, Alabama  
I certify this instrument filed on  
04/30/2010 01:36:27 PM MTG  
Judge of Probate- Alan L. King

State of Alabama  
Counties of Jefferson and Shelby

This Mortgage is made and entered into as of this the 9<sup>th</sup> day of April, 2010, by and between **Lake Cyrus Development Company, Inc.**, an Alabama corporation, and **Brynleigh Estates Development Co., Inc.**, an Alabama corporation (collectively referred to as "Mortgagors"), in favor of Greenwich Insurance Company, a California corporation (referred to as "Mortgagee").

**WITNESSETH:**

WHEREAS, Mortgagors, together with Charles Givianpour, CSG Construction Company, Inc., an Alabama corporation, Natalay Woods, L.L.C., an Alabama limited liability company, and South Grande View Development Co., Inc., an Alabama corporation, are indebted to Mortgagee pursuant to that certain unrecorded Judgment entered in the United States District Court for the Northern District of Alabama, Southern Division, in Case No. CV-08-P-2178-S, as well as the terms of certain subdivision bonds, and that certain unrecorded Settlement Agreement and Mutual Release between such parties of even date herewith; and

WHEREAS, Mortgagors are desirous of securing such indebtedness in the total principal sum of Eight Hundred Thousand and No/100 Dollars (\$800,000.00); and

WHEREAS, Mortgagors wish to execute this conveyance for the security and enforcement of the aforementioned indebtedness and the terms of such Judgment and Settlement Agreement and Mutual Release and further to secure the terms of the subdivision bonds described in said Agreement;

20100504000138140 1/14 \$51.00  
Shelby Cnty Judge of Probate, AL  
05/04/2010 03:52:27 PM FILED/CERT

NOW THEREFORE, the undersigned, in consideration of said premises and to secure the aforementioned indebtedness and the performance of the covenants, conditions and agreements of the Judgment and the Settlement Agreement and Mutual Release and to further secure the terms of the subdivision bonds described in such Agreement, as the same may be amended, supplemented, modified or extended from time to time, Lake Cyrus Development Company, Inc. (as to Parcels I and III of the Real Estate (as hereinafter defined) only), and Brynleigh Estates Development Co., Inc. (as to Parcel II of the Real Estate only) have bargained and sold, and hereby grant, bargain, sell and convey to Mortgagee, its successors and assigns, the property and interests in the property described in the following granting clauses, and has granted and do hereby grant to Mortgagee a security interest in said property and interests in said property:

- (a) All right, title, and interest of either or both of the Mortgagors in and to the real property and interests therein described in Exhibit "A" attached hereto, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining to or applicable to said real property and interests therein, together with any and all buildings, structures and improvements now or hereafter located on such real property (herein referred to as the "Real Estate").
- (b) All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to either or both of the Mortgagors with respect to the Real Estate or any portion thereof as a result of the exercise of the right of eminent domain, any damage to or destruction of the Real Estate or any part thereof, or any other inquiry to or decrease in the value of the Real Estate, and all right, title and interest of either or both of the Mortgagors in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Real Estate or any portion thereof.
- (c) All written or oral leases or other agreements for the use or occupancy of all or any portion of the Real Estate and any and all extensions and renewals thereof, now or hereafter existing (collectively, the "Leases");

Any and all guaranties of performance by lessees under the Leases;

The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due



or to which either or both of the Mortgagors may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, liquidated damages upon default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate, together with any and all rights and claims of any kind that either or both of the Mortgagors may have against any such lessee under the Leases or against any lessees or occupants of the Real Estate; and

Any award, dividend or other payment made hereafter to either or both of the Mortgagors in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments by lessees in lieu of rent, and the Mortgagors each hereby appoint the Mortgagee as the Mortgagors' irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

- (d) Any and all fixtures located or to be located in, on or about the Real Estate, including all additions, substitutions and replacements thereof, and the proceeds thereof.

The foregoing-described real and personal property, and interests in real and personal property are hereinafter collectively called the "Property."

TO HAVE AND TO HOLD, said Property unto Mortgagee, its successors and assigns forever.

Mortgagors covenant with Mortgagee that Mortgagors are lawfully seized in fee and possessed of the Property and have a good right to sell and convey the same as aforesaid; the Property is free of all encumbrances except as herein set out, and Mortgagors will warrant and forever defend the title to the Property unto Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

Mortgagors shall pay all real estate taxes or other special assessments or charges due on the Property as and when the same come due and any and all legal requirements of any department of any city or county wherein said Property is located shall be fully complied with by Mortgagors. Mortgagee may (but shall not be obligated to) make any such payment or perform any such act for the account of and at the expense of the Mortgagors, and any amounts paid as a result thereof shall be immediately due and payable by Mortgagors to Mortgagee and until paid shall be added to and become a part of the indebtedness secured hereby.

If Mortgagors shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms of the conditions hereof, Mortgagee may proceed to collect the rent, income or profits from the Property, either with or without the appointment of a receiver; any rents, income and profits collected by Mortgagee prior to the foreclosure of this Mortgage, less the cost of collecting same, including any real estate commission or attorney's fee incurred, shall be credited first to advanced with interest thereon, then to interest due on the principal indebtedness, and the remainder, if any, to the principal debt hereby secured.

It is expressly agreed that any indebtedness at any time secured hereby may be extended, rearranged or renewed, and that any part of the security herein described may be waived or released without in any wise altering, varying or diminishing the force, effect or lien of this instrument.

Mortgagors shall not transfer, sell, assign, encumber, convey or otherwise dispose of all or any portion of the Property, or any interest thereon subject to this Mortgage, without the prior written consent of Mortgagee, which approval shall not be unreasonably withheld or delayed. Provided, however, if the entire Property is being transferred, sold or conveyed and this



Mortgage is to be paid in full from the proceeds of such sale, no approval from Mortgagee shall be required.

Mortgagors shall defend, at their own cost and expense, and hold Mortgagee harmless from, any proceeding or claim affecting the Property. All costs and expenses incurred by Mortgagor in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Mortgagors.

Mortgagors shall cause the Property and every part thereof to be maintained, preserved, kept safe and in good repair, and in good working condition. Mortgagors shall not commit or permit waste thereon. Mortgagors shall not remove, demolish or materially alter the design or structural character of any improvements now or hereafter erected on the Real Estate without the express prior written consent of Mortgagee. Mortgagors shall comply with all laws and regulations of any governmental authority with reference to the Property and the manner and use of the same, and shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Mortgagors shall discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Property. Mortgagor agrees not to remove a significant amount of the fixtures or personal property included in the Property without the express prior written consent of Mortgagee and unless the same is immediately replaced with like property of at least equal value and utility.

Mortgagee and other persons authorized by Mortgagee shall have access to and the right to enter and inspect the Property at all reasonable times, and upon reasonable notice to

Mortgagors. In the event that Mortgagors are not maintaining the Property as required herein, Mortgagee may notify Mortgagors in writing of the repairs Mortgagee requires be made to the Property.

Upon any default in the terms of any or all of the documents evidencing the indebtedness secured hereby, then all of said indebtedness shall become due and payable at once, whereupon the said Mortgagee, its successors, assigns, agents or attorneys, after giving notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale, together with a description of the property to be sold, by publication in some newspaper published in the county wherein the Property or any part thereof is located, to sell the Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash.

In the event of such sale, the said Mortgagee, its successors, assigns, agents or attorneys, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the name of the applicable Mortgagors. At any foreclosure sale, any part or all of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagors hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until



all of the Property not previously sold shall have been sold or all the indebtedness secured hereby shall have been paid in full.

In lieu of or in addition to exercising the power of sale granted herein, Mortgagee, its successors, assigns, agents or attorneys may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Property, to sue either or both of the Mortgagors for damages on account of or arising out of said default or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, to the appointment by any competent court or tribunal, without notice to either or both of the Mortgagors or any other party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary.

Mortgagors waive, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisalment before sale of any portion of the Property (commonly known as appraisalment laws), or (ii) any extension of time for the enforcement of the collection of the indebtedness secured hereby or any creation or extension of a period of redemption from any sale made in collecting said indebtedness (commonly known as stay laws and redemption laws).

If all of the indebtedness secured hereby and all sums becoming due and payable by either or both of the Mortgagors under the terms of this mortgage, including but not limited to advancements made by Mortgagee pursuant to the terms and conditions of this mortgage shall be repaid in full, then this conveyance and the grants and conveyances contained herein shall become null and void, and the Property shall revert to the Mortgagors in accordance with their

respective interests therein, and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of either or both of the Mortgagors and at Mortgagors' cost and expense, deliver to Mortgagors proper instruments acknowledging satisfaction of this Mortgage; otherwise, this Mortgage shall remain in full force and effect.

To the extent that Mortgagors may lawfully do so, Mortgagors hereby agree that Mortgagors shall not assert, and hereby expressly waive, any right under any statute or rule of law pertaining to the marshalling of assets, valuation and appraisal, the exemption of business or residential homestead, the administration of estates of decedents, dower and curtesy, the rights and remedies of sureties or other matter whatever to defeat, reduce or affect the right of Mortgagee, under the terms of this Mortgage, to sell the Property for the collection of the indebtedness secured hereby (without any prior or different resort for collection) or the right of Mortgagee, under the terms of this Mortgage, to the payment of such indebtedness out of the proceeds of sale of the Property in preference to every other person and claimant whatsoever (only reasonable expenses of such sale being first deducted).

Mortgagors shall indemnify Mortgagee and hold Mortgagee harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by Mortgagee, whether as holder of this Mortgage, as mortgagee in possession or as successor in interest to Mortgagors as owner of the Property by virtue of foreclosure or acceptance of a deed in lieu of foreclosure: (i) under or on account of any environmental laws or regulations, including the assertion of any lien thereunder; (ii) with respect to any spill or hazardous substance affecting the Property whether or not the same originates or emanates from the Property or any such contiguous real estate, including any loss of value of the Property as a result of a spill or



hazardous substance; and (iii) with respect to any other matter affecting the Property within the jurisdiction of any environmental agency or department of the State of Alabama or any subdivision thereof. In the event of any spill or hazardous substance affecting the Property, whether or not the same originates or emanates from the Property or any such contiguous real estate, or if either or both of the Mortgagors shall fail to comply with any of the requirements of any environmental law or regulation, Mortgagee may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Property and take any and all other actions as Mortgagee shall deem necessary or advisable in order to remedy said spill or hazardous substance or cure said failure of compliance and any amounts paid as a result thereof shall be immediately due and payable by Mortgagors to Mortgagee and until paid shall be added to and become a part of the indebtedness secured hereby.

The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision herein contained unenforceable or invalid. All rights and remedies of Mortgagee hereunder are cumulative and not alternative, and are in addition to those provided by law.

This Mortgage shall be governed and construed under the laws of the State of Alabama except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

[EXECUTION ON FOLLOWING PAGE]

In Witness Whereof, Mortgagors have executed this instrument all as of the day and year first above written.

LAKE CYRUS DEVELOPMENT COMPANY, INC.  
an Alabama corporation

By: C. S. [Signature]  
Its: PRESIDENT

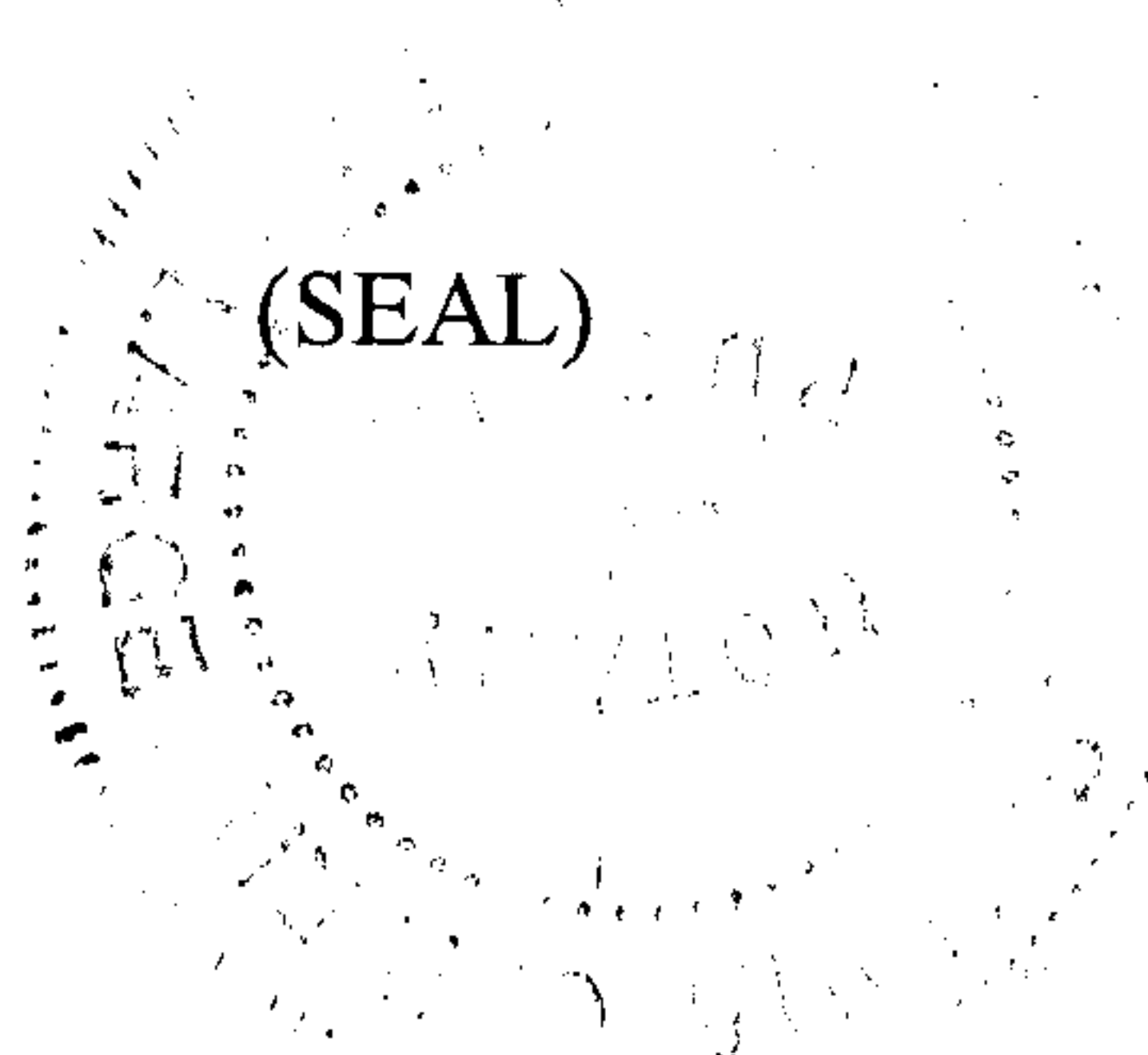
BRYNLEIGH ESTATES DEVELOPMENT CO., INC.  
an Alabama corporation

By: C. S. [Signature]  
Its: PRESIDENT

STATE OF ALA  
COUNTY OF JEFFERSON

I, the undersigned Notary Public, in and for said County and said State, hereby certify that Charles S. Givens whose name as Pres of LAKE CYRUS DEVELOPMENT COMPANY, INC., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation.

Given under my hand and official seal this the 9<sup>th</sup> day of Apr. 1, 2010.



[Signature]

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 27, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS





STATE OF ALA  
COUNTY OF Jefferson

I, the undersigned Notary Public, in and for said County and said State, hereby certify that Charles S. Givens, whose name as Pres of BRYNLEIGH ESTATES DEVELOPMENT CO., INC., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation.

Given under my hand and official seal this the 9<sup>th</sup> day of April, 2010.

(SEAL)

  
\_\_\_\_\_  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 27, 2012  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

## EXHIBIT "A" TO MORTGAGE

### PARCEL I:

A parcel of land situated in the Northwest Quarter of Section 32, and a portion in the Southwest Quarter of the Southwest Quarter of Section 29, Township 19 South, Range 3 West, and being more particularly described as follows:

Commence at a found 4 inch open pipe, being the locally accepted northwest corner of the Northwest Quarter of the Southeast Quarter of section 30, Township 19 South, Range 3 West, and run in a Southerly direction along the West line of the Northwest Quarter of the Southeast Quarter of said section 30 a distance of 478.06 feet to a point; thence 45 degrees 00 minutes 00 seconds left and run in a Southeasterly direction a distance of 3778.67 feet to the POINT OF BEGINNING of said parcel of land, being described as follows; thence 99 degrees 46 minutes 04 seconds left and run in a Northeasterly direction a distance of 77.01 feet to a point; thence right 6 degrees 26 minutes 15 seconds and run in a Northeasterly direction a distance of 50.04 feet to a point; thence 92 degrees 07 minutes 03 seconds right and run in a Southeasterly direction a distance of 98.69 feet to a point; thence 09 degrees 56 minutes 45 seconds left and run in a Southeasterly direction a distance of 84.05 feet to a point; thence 78 degrees 48 minutes 59 seconds left and run in a Northeasterly direction a distance of 100.22 feet a point; thence 07 degrees 12 minutes 18 seconds left and run in a Northeasterly direction 67.93 feet to appoint; thence 02 degrees 27 minutes 19 seconds right and run in a Northeasterly direction a distance of 93.62 feet to a point; thence 03 degrees 59 minutes 21 seconds left and run in a Northeasterly direction a distance of 89.08 feet to a point; thence 30 degrees 44 minutes 30 seconds right and run in a Northeasterly direction a distance of 49.15 feet to a point; thence 13 degrees 37 minutes 27 seconds left and run in a Northeasterly direction a distance of 69.76 feet to a point; thence 19 degrees 55 minutes 45 seconds left and run in a Northeasterly direction a distance of 87.38 feet to a point; thence 93 degrees 33 minutes 17 seconds right and run in a Southeasterly direction a distance of 113.80 feet to a point; thence 60 degrees 12 minutes 42 seconds left and run in a Northeasterly direction a distance of 64.14 feet to a point; thence 08 degrees 05 minutes 05 seconds left and run in a Northeasterly direction a distance of 101.01 feet to a point; thence 09 degrees 35 minutes 30 seconds left and run in a Northeasterly direction a distance of 100.46 feet to a point; thence 46 degrees 06 minutes 07 seconds right and run in a Southeasterly direction a distance of 66.49 feet to a point; thence 37 degrees 42 minutes 50 seconds left and run in a Northeasterly direction a distance of 49.58 feet to a point; thence 04 degrees 35 minutes 09 seconds right and run in a Northeasterly direction a distance of 106.65 feet to a point; thence 56 degrees 28 minutes 11 seconds left and run in a Northeasterly direction a distance of 61.46 feet to a point; thence 88 degrees 33 minutes 43 seconds right and run in a Southeasterly direction a distance of 137.03 feet (radial) to a point on a curve to the left having a radius of 800.00 feet, a central angle of 24 degrees 00 minutes 22 seconds and a chord distance of 332.74 feet; thence 90 degrees 00 minutes 00 seconds right to tangent of said curve and run along the arc of said curve a distance of 335.19 feet to a point; thence leaving tangent to said curve, run in a Southeasterly direction a distance of 20.00 feet to a point; thence 18 degrees 40 minutes 52 seconds right and run in a Southwesterly direction a distance of 83.42 feet to a point; thence 17 degrees 05 minutes 03 seconds left and run in a Southeasterly direction a distance of 194.20 feet to a point of curvature of a tangent curve to the right having a radius of 5553.91 feet, a central angle of 06 degrees 09 minutes 30 second and a chord distance of 596.66 feet; thence run along the arc of said curve in a Southeasterly direction a distance of 596.95 feet to a point, said point being on a curve to the left having a radius of 3030.00 feet, a central angle



of 05 degrees 47 minutes 13 seconds a chord distance of 305.90 feet; thence leaving tangent to curve, 180 degrees 00 minutes 00 seconds right to tangent of said curve and run in a Northwesterly direction along the arc of said curve a distance of 306.03 feet to a point of compound curvature of a tangent curve to the left having a radius of 618.14 feet, a central angle of 110 degrees 53 minutes 47 seconds a chord distance of 1018.22 feet; thence run along the arc of said curve in a Northwesterly direction a distance of 1196.41 feet to a point of reverse curvature of a tangent curve to the right having a radius of 350.00 feet, a central angle of 74 degrees 38 minutes 15 seconds and a chord distance of 424.37 feet; thence run in a Northwesterly direction along the arc of said curve a distance of 455.93 to a point; thence leaving tangent to said curve and run in a Northwesterly direction a distance of 52.92 feet to the point of beginning. Said parcel containing 8.97 acres, more or less.

(Property also known as the unrecorded plat of Lake Cyrus 22<sup>nd</sup> Sector)

Situated in Jefferson County, Alabama.

PARCEL II:

- a) The Northeast Quarter of the Northwest Quarter of Section 32, Township 19 South, Range 1 West, Shelby County, Alabama.
- b) The Northwest Quarter of the Northeast Quarter of Section 32, Township 19 South, Range 1 West, Shelby County, Alabama.\
- c) That part of the Northwest Quarter of the Northwest Quarter of Section 33 and that part of the Northeast Quarter of the Northeast Quarter of Section 32, and that part of the South one-half of the Northeast Quarter of Section 32, Township 19 South, Range 1 West, lying North and West of a line described more particularly as:

Commence at the Northeast corner of the Northwest Quarter of the Northeast Quarter, Section 33; thence West along said section line for 49.64 chains to a point on the North line of Section 33; thence Southwesterly to a point on the South line of the Southwest Quarter of the Northeast Quarter, Section 32 being 10.03 chains west of the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 32.

LESS AND EXCEPT: Any part of subject property lying within Brynleigh Estates, as recorded in Map Book 19, Page 139, in the Probate Office of Shelby County, Alabama and Brynleigh Estates, 2<sup>nd</sup> Sector, as recorded in Map Book 21, Page 65, in the Probate Office of Shelby County, Alabama.

PARCEL III:

Part of the Northeast Quarter of Section 31, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

From the most Easterly corner of Lot 301, Lake Cyrus Sector 3 Givianpour Addition to Hoover, as recorded in the Office of the Judge of Probate, Jefferson County, Alabama (Bessemer Division) in Map Volume 34, Page 55, run in a Southeasterly direction along an extension of the Northeast line of



said Lot 301 for a distance of 20 feet, more or less, to a point of intersection with the existing water in the existing lake being the point of beginning; thence turn an angle to the right of 180 degrees and run in a Northwesterly direction for a distance of 20 feet, more or less, to the most Easterly corner of said Lot 301; thence continue in a Northwesterly direction along last mentioned course for a distance of 187.38 feet to an existing iron rebar set by Laurence D. Weygand and being on the North line of said Lot 301; thence turn an angle to the left of 45 degrees 21 minutes 54 seconds and run in a Westerly direction along the North line of said Lot 301 for a distance of 61.40 feet to an existing iron rebar being the Northwest corner of said Lot 301 and being on the curve east right of way line of Lake Cyrus Pass, said curve being concave in a Westerly direction and having a deflection angle of 3 degrees 31 minutes 16 seconds and a radius of 228.17 feet; thence turn an angle to the right (90 degrees to the tangent) and run in a Northerly direction along the arc of said curve for a distance of 28.04 feet to a point of reverse curve, said newest curve being concave in a Southeasterly direction and having a central angle of 90 degrees 37 minutes 36 seconds and a radius of 15.0 feet; thence turn an angle to the right and run in a Northerly, Northeasterly and Easterly direction along the arc of said curve for a distance of 23.73 feet to a point of continuous curve, said latest curve being concave in a Southwesterly direction and having a central angle of 39 degrees 39 minutes 24 seconds and a radius of 472.14 feet; thence turn an angle to the right and run in an Easterly and Southeasterly direction along the arc of said curve and along the South right of way line of Lake Cyrus Parkway for a distance of 326.79 feet to the point of ending of said curve; thence run in a Southeasterly direction along a line tangent to the end of curve and along the Southwest right of way line of Lake Cyrus Parkway for a distance of 102.82 feet; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 18 feet, more or less, to a point of intersection with the edge of the existing water on the existing lake; thence turn an angle to the right and run in a Northwesterly, Westerly and Southwesterly direction along the edge of the existing water of the existing lake for a distance of 207 feet, more or less, to the point of beginning. Containing 0.82 acres, more or less.

Less and except any part lying within the lake.

Situated in Jefferson County, Alabama.

**For recording and payment of mortgage tax purposes only, the amount of the indebtedness attributable to that portion of the Property which is located in Jefferson County, Alabama is \$400,000.00, and the amount of the indebtedness attributable to that portion of the Property which is located in Shelby County, Alabama is \$400,000.00. All of the mortgage tax attributable to this Mortgage is being paid in Jefferson County, Alabama.**

20100430000453590 14/14  
Bk: LR201003 Pg: 27320  
Jefferson County, Alabama  
04/30/2010 01:36:27 PM MTG  
Fee - \$44.00  
Mortgage Tax - \$1200.00  
Total of Fees and Taxes - \$1244.00  
JCOCKRELL