
20110203000037830 1/3 \$318.00
Shelby Cnty Judge of Probate, AL
02/03/2011 10:17:16 AM FILED/CERT

This instrument was prepared by:

Michael T. Atchison, Attorney At Law
PO Box 822,
Columbiana, AL 35051

MORTGAGE

STATE OF ALABAMA)
COUNTY SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

DIVE ALABAMA, LLC

(hereinafter called "Mortgagors", whether one or more are justly indebted to

DANIEL WAYNE ATCHISON

(hereinafter called "Mortgagee", whether one or more),

in the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

DIVE ALABAMA, 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, State of Alabama, to wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

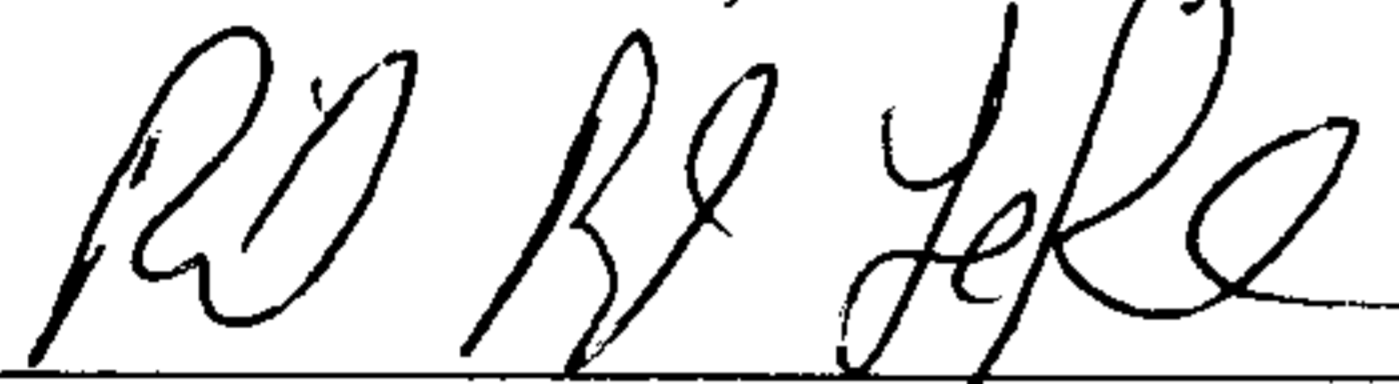
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns 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 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 deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail 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 collecting 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 reimburses said Mortgagee or assigns for any amounts Mortgagees 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, 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 the said Mortgagee, agents, or assigns, 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, by publication in some newspaper published in said County and State, 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 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, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee 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.

IN WITNESS WHEREOF the undersigned DIVE ALABAMA, LLC, has hereunto set their signatures and seals, this 1st day of February, 2011.



Dive Alabama, LLC
By: Richard Bryant LaPoint, Member

STATE OF ALABAMA)
SHELBY COUNTY)

On this 1st day of February, 2011, I, the undersigned authority, a Notary Public, in and for said County and in said State, hereby certify that Richard Bryant LaPoint, whose names as member of Dive Alabama, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he, in his capacity as member and with full authority executed the same voluntarily for and as the act of the said Limited Liability Company on the day the same bears date.

Given under my hand and seal of office this 1st day of February, 2011



Notary Public

My Commission Expires: 11/26/14

EXHIBIT A

A parcel of land located in the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14; thence run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 794.94 feet to a point on the centerline of the Lee Street; thence right 13 degrees 12 minutes 00 seconds and run southwesterly 588.83 feet along center of Lee Street; thence right 85 degrees 05 minutes 00 seconds leaving Lee Street in a westerly direction 618.24 feet to the point of beginning and the top edge of a quarry and run more or less along the top edge of said quarry the following angles and distances; thence right 128 degrees 24 minutes 45 seconds and run northeasterly 116.18 feet; thence right 12 degrees 18 minutes 49 seconds and run northeasterly 99.39 feet; thence left 21 degrees 57 minutes 13 seconds and run northeasterly 99.39 feet; thence left 21 degrees 57 minutes 13 seconds and run northerly 99.39 feet; thence left 21 degrees 57 minutes 13 seconds and run northerly 99.39 feet; thence left 22 degrees 49 minutes 22 seconds and run northwesterly 107.15 feet; thence right 61 degrees 12 minutes 05 seconds leaving top of quarry in a northeasterly direction 55.78 feet to the southerly right of way Industrial Park Road; thence left 92 degrees 28 minutes 38 seconds and run northwesterly along said right of way 146.74 feet to a point on a curve to the left having a central angle of 14 degrees 56 minutes 30 seconds and a radius of 609.31 feet; thence along the arc of said curve in a northwesterly direction 158.90 feet; thence run tangent to said curve in a northwesterly direction 300.00 feet; thence left 107 degrees 30 minutes 33 seconds leaving said right of way in a southerly direction 254.00 feet; thence right 97 degrees 01 minute 02 seconds and run 382.42 feet; thence left 33 degrees 06 minutes 09 seconds and run 47.20 feet; thence right 35 degrees 24 minutes 14 seconds and run 39.28 feet; thence left 34 degrees 48 minutes 34 seconds and run 103.62 feet; thence right 8 degrees 29 minutes 46 seconds and run 91.78 feet; thence left 20 degrees 14 minutes 59 seconds and run 241.36 feet; thence left 43 degrees 54 minutes 15 seconds and run 103.94 feet; thence left 3 degrees 20 minutes 24 seconds and run 115.39 feet; thence left 22 degrees 48 minutes 47 seconds and run 12.10 feet; thence left 78 degrees 45 minutes 52 seconds and run 9.38 feet; thence right 67 degrees 27 minutes 38 seconds and run southeasterly 39.58 feet; thence left 11 degrees 01 minute 43 seconds and run southeasterly 147.28 feet; thence left 7 degrees 41 minutes 18 seconds and run southeasterly 176.48 feet; thence right 34 degrees 50 minutes 53 seconds and run southerly 54.92 feet; thence left 30 degrees 32 minutes 14 seconds and run southeasterly 132.57 feet; thence right 3 degrees 05 minutes 06 seconds and run southeasterly 306.01 feet; thence left 44 degrees 37 minutes 55 seconds and run easterly 24.84 feet; thence left 10 degrees 00 minutes 00 seconds and run easterly for 145.00 feet; thence left 7 degrees 20 minutes 00 seconds and run northeasterly 100.00 feet; thence left 16 degrees 00 minutes 00 seconds and run northeasterly 176.27 feet; thence left 59 degrees 10 minutes 10 seconds and run northerly 64.87 feet; thence left 80 degrees 55 minutes 20 seconds and run northwesterly 0.53 feet; thence right 83 degrees 08 minutes 23 seconds and run northerly 43.81 feet; thence right 10 degrees 51 minutes 41 seconds and run northerly 41.49 feet; thence right 2 degrees 07 minutes 44 seconds northerly 61.23 feet; thence right 3 degrees 49 minutes 13 seconds northerly 38.45 feet; thence right 4 degrees 09 minutes 09 seconds and run northerly 31.53 feet; thence right 5 degrees 58 minutes 50 seconds and run northerly 28.80 feet; thence right 0 degrees 01 minute 35 seconds and run northerly 27.10 feet; thence left 6 degrees 49 minutes 20 seconds and run northerly 35.66 feet; thence left 0 degrees 20 minutes 07 seconds and run 70.61 feet; thence right 7 degrees 26 minutes 57 seconds and run 30.13 feet; thence right 69 degrees 37 minutes 55 seconds and run 29.65 feet to the point of beginning.

According to the survey of Rodney Shiflett, dated June 4, 2002.