

**MORTGAGE AND SECURITY AGREEMENT**


**between**

**TIMBERLINE INVESTMENTS, LLC**  
**An Alabama limited liability company**  
**(the "Mortgagor")**

**and**

**BRYANT BANK**  
**an Alabama state banking corporation**  
**(the "Mortgagee")**

**March 11, 2011**

  
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Shelby Cnty Judge of Probate, AL  
03/14/2011 11:42:41 AM FILED/CERT

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**This instrument prepared by  
and after recordation should  
be returned to:**

**Michael J. Brandt**  
**Wallace, Jordan, Ratliff & Brandt, L.L.C.**  
**800 Shades Creek Parkway**  
**Suite 400**  
**Birmingham, Alabama 35209**  
**(205) 870-0555**

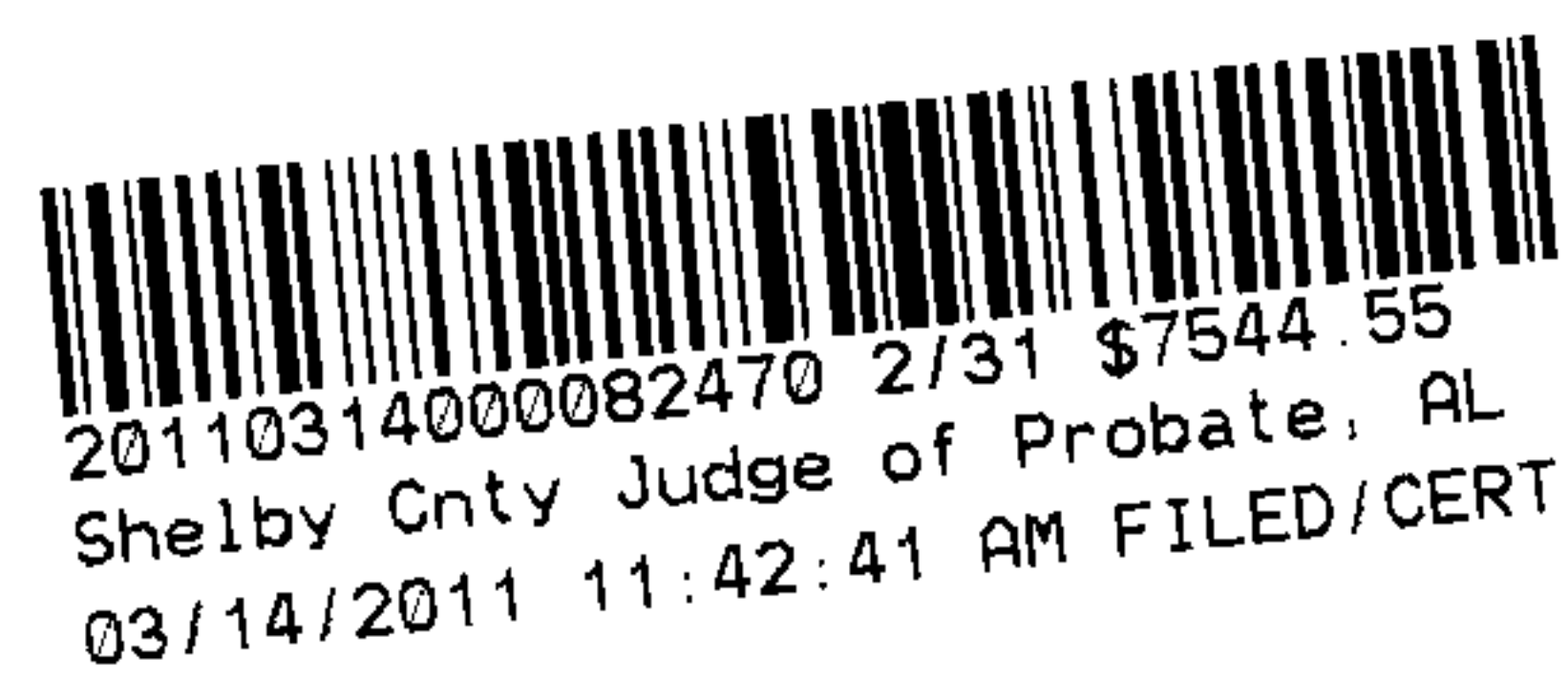
**This Mortgage and Security Agreement serves as a financing statement filed as a fixture filing, pursuant to Section 7-9A-502(c), Code of Alabama 1975 as amended**

## MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA                   )  
  )  
SHELBY COUNTY                    )

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **TIMBERLINE INVESTMENTS, LLC** ("Mortgagor"), an Alabama limited liability company, whose address is 100 Applegate Court, Pelham, Alabama 35124, for and in consideration of the indebtedness as herein recited hereby GRANTS, BARGAINS, SELLS, CONVEYS, MORTGAGES and WARRANTS to **BRYANT BANK**, an Alabama state banking corporation ("Mortgagee") whose address is 2700 Cahaba Village Plaza, Birmingham, Alabama 35242, its successors and assigns, the real property located in Shelby County, State of Alabama, more particularly described in Exhibit "A" attached hereto and made a part hereof as if specifically set out herein (the "Real Estate"), subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof (the "Permitted Encumbrances").

Together with all rights, hereditaments and appurtenances in anywise appertaining or belonging thereto; and together with all buildings and improvements now or hereafter located on the Real Estate and all crops growing or to be grown or timber to be cut on the Real Estate (and products or proceeds thereof), equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator equipment, switchboards, stoves, ranges, vacuum cleaning systems, garbage disposals, refrigerators, dishwashers, hot water heaters, trash compactors, other appliances, paging systems, alarm systems, generators, sprinkler systems and other fire prevention and extinguishing apparatus and all other goods, materials, motors, machinery, pipes, equipment, inventory, fittings and fixtures now or hereafter affixed to or located on the Real Estate, and other improvements (such building or buildings and other improvements being hereinafter called the Project) now or hereafter erected, constructed or developed on the Real Estate which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein including but not limited to all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general, all building material and equipment of every kind and character used or useful in connection with said improvements; all plans and





specifications for the Project; all contracts and subcontracts relating to the Project, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property or interest therein described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the Real Estate or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all good will and books and records relating to the business or businesses operated on the Real Estate; and all other interest of every kind and character which Mortgagor now has or at any time hereafter acquires in and to the above-described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of Mortgagor with respect to such property, unto Mortgagee, its successors and assigns forever. It is agreed hereby that to the extent permitted by law, the foregoing personal property and fixtures are to be deemed and held to be a part of and affixed to the Real Estate. The foregoing-described real and personal property, and interests in real and personal property are hereinafter collectively called the "Mortgaged Property".

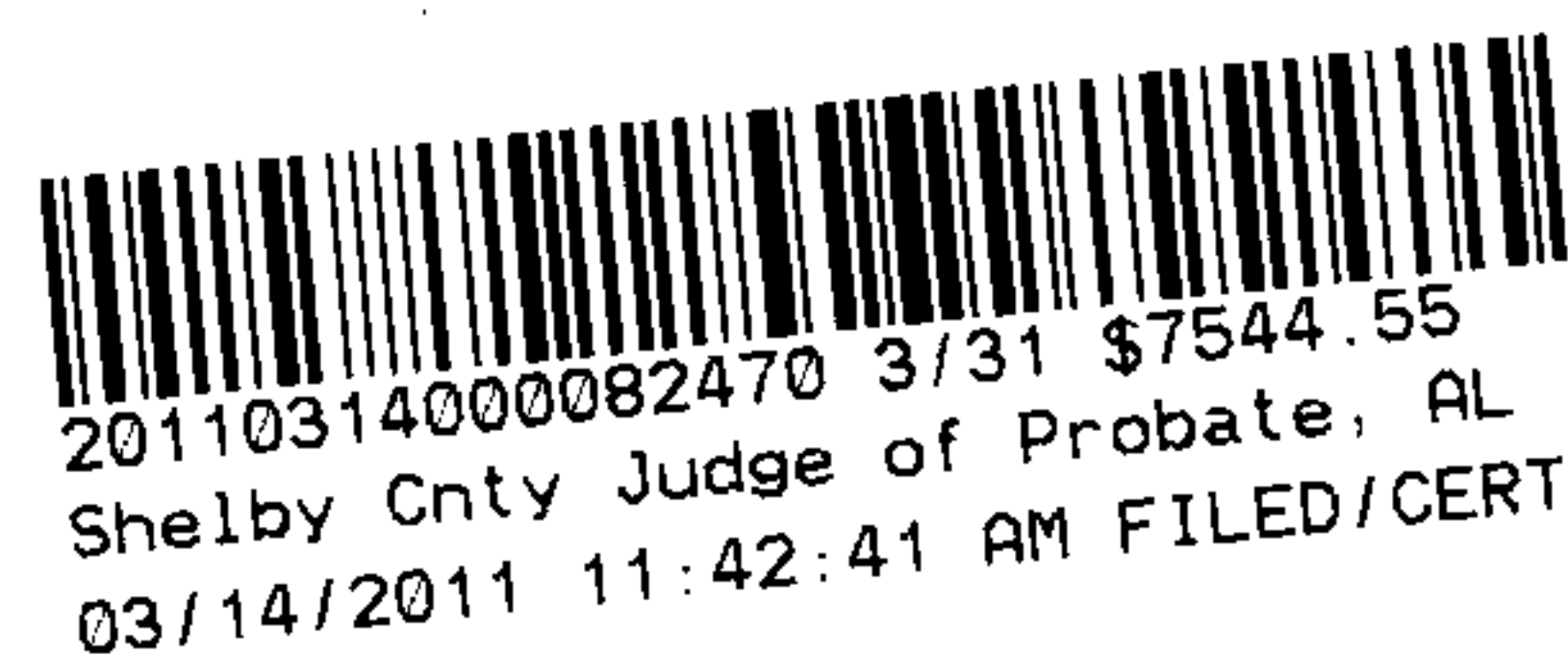
TO HAVE AND TO HOLD, said Mortgaged Property, unto Mortgagee, its successors and assigns forever.

This Mortgage is made to secure and enforce the following described indebtedness, obligations and liabilities (herein called the "Secured Debt"):

(i) Payment of a certain promissory note in the principal sum of Two Million Eight Hundred Five Thousand Seven Hundred Ninety-Seven and 38/100 Dollars (\$2,805,797.38) of even date herewith, executed by Timberline Development, LLC, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note, or any part thereof;

(ii) Payment of a certain promissory note in the principal sum of One Million Fifty-Eight Thousand Fifty-Nine and 45/100 Dollars (\$1,058,059.45) of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note, or any part thereof;

(iii) Payment of a certain promissory note (collectively, with the note referenced in (i) and (ii) above, the "Note") in the principal sum of One Million Ninety-Seven Thousand Eight Hundred Thirty-Nine and 74/100 Dollars (\$1,097,839.74) of even date herewith, executed by TL Development, LLC, payable to the order of Mortgagee, bearing interest as





provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note, or any part thereof;

(v) Payment of all funds hereafter advanced by Mortgagee pursuant to the Note or to or for the benefit of Mortgagor, pursuant to any covenant or provision herein contained.

(vi) Payment of all other indebtedness (including future advances) now or hereafter owed by Mortgagor to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, as guarantor or otherwise, joint or several, and otherwise secured or not;

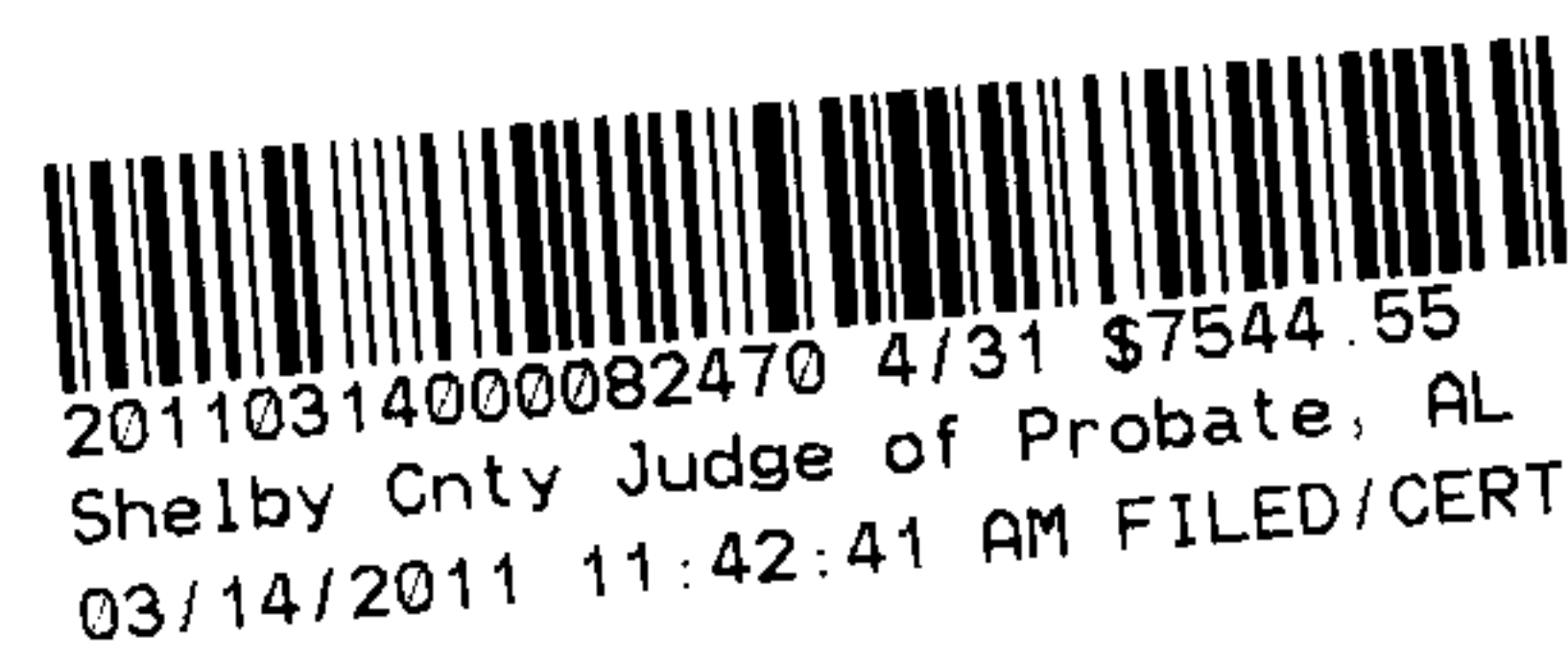
(vii) Complete and full performance of each and every obligation, covenant, duty and agreement of Mortgagor contained in this Mortgage;

(viii) Complete and full performance of all obligations of Mortgagor under any other instrument evidencing, securing or pertaining to the Secured Debt, or evidencing any renewal or extension or modification or increase of the Secured Debt, or any part thereof, and Mortgagor's punctual and proper performance of all of Mortgagor's covenants, obligations and liabilities under the Term Loan Agreement of even date herewith (the "Loan Agreement"), any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with or related to the Secured Debt, or any part thereof (hereinafter referred to as the Loan Documents);

All Secured Debt shall be payable to Mortgagee at Mortgagee's address specified above, or at such other address as may be designated by Mortgagee from time to time; and, unless otherwise provided in the instrument evidencing or creating such indebtedness, shall bear interest at the same rate per annum as the Note bears, from the date of accrual of such indebtedness until paid. If any Secured Debt shall be collected by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by any option given to Mortgagee to mature same, Mortgagor agrees to pay Mortgagee's reasonable attorneys' and collection fees, whether suit be brought or not, and such fees shall be a part of the Secured Debt. This Mortgage shall also secure all renewals, extensions, modifications, substitutions and increases of any of the Secured Debt.

This conveyance is intended to operate and is to be construed as a Mortgage and Security Agreement and is made under those provisions of existing laws of the State of Alabama.

And for the purpose of further securing the payment of said Secured Debt Mortgagor covenants and agrees as follows:





**1. MORTGAGOR'S WARRANTIES OF TITLE.** That Mortgagor is lawfully seized in fee and possessed of said Mortgaged Property, and has a good right to convey the same as aforesaid, that Mortgagor will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions, except the Permitted Encumbrances.

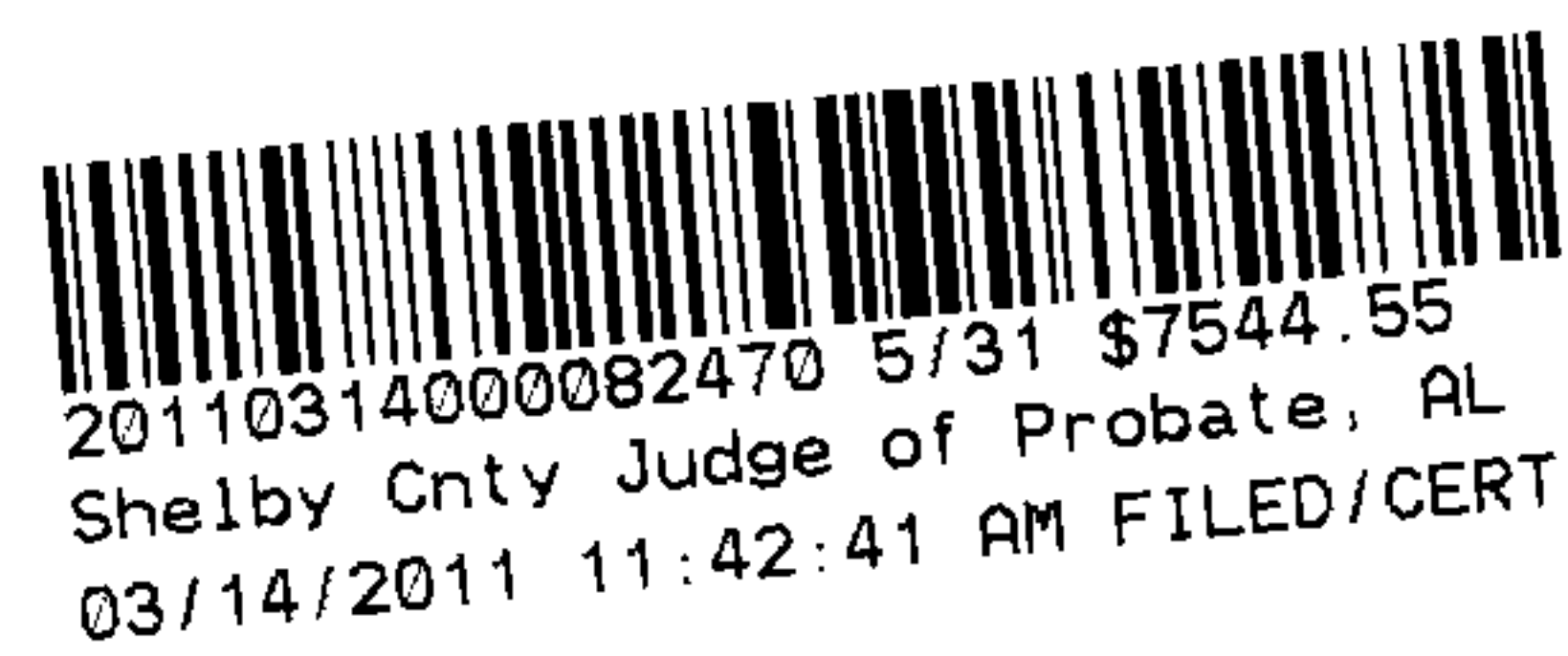
**2. PAYMENT AND PERFORMANCE.** Mortgagor will pay all of the Secured Debt, together with the interest thereon, when the same shall become due, in accordance with the terms of the Note and the Loan Documents.

**3. MORTGAGEE'S RIGHT TO PERFORM.** Upon Mortgagor's failure to make any payment or perform any act required by the Note or Loan Documents, then at any time thereafter, and without notice to or demand upon Mortgagor, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon as Mortgagee may deem necessary or appropriate.

**4. ORGANIZATION AND POWER OF MORTGAGOR.** Mortgagor is a duly organized Alabama limited liability company, is validly existing under applicable state laws, and the transaction contemplated hereby is within Mortgagor's powers, has been duly authorized by all requisite action and is not in contravention of law or the articles of organization or operating agreement of Mortgagor.

**5. EXISTENCE OF MORTGAGOR.** Mortgagor will preserve and keep in full force and effect its existence, rights, franchises, and trade names.

**6. INSURANCE.** Mortgagor shall keep or cause to be kept the Mortgaged Property insured against loss or damage by fire, extended coverage perils, vandalism, malicious mischief, and any such other hazards, casualties, or other contingencies as from time to time may be required by Mortgagee in such manner and in such companies and amounts as Mortgagee may approve. All such policies shall name Mortgagee as a named insured and provide that any losses payable thereunder shall (pursuant to loss payable clauses, in form and content acceptable to Mortgagee, to be attached to each policy) be payable to Mortgagee to the extent of the Secured Debt, and provide that the insurance provided thereby, as to the interest of Mortgagee, shall not be invalidated by any act or neglect of Mortgagor, nor by the commencement of any proceedings by or against Mortgagor in bankruptcy, insolvency, receivership or any other proceeding for the relief of a debtor, nor by any foreclosure, repossession or other proceedings relating to the property insured, nor by any occupation of such property or the use of such property for purposes more hazardous than permitted in the policy. All such insurance shall be replacement cost coverage rather than actual cash value coverage. Mortgagor shall cause duplicate originals of any and all such insurance policies to be deposited with Mortgagee. At least fifteen (15) days prior to the date the premiums on each such policy or policies shall become due and payable, Mortgagor shall furnish to Mortgagee evidence of the payment of such premiums; however, Mortgagee gives the Mortgagor the right to make its payments on a monthly basis rather through





a comprehensive policy. Mortgagor will endeavor to cause each insurer under each of the policies to agree (either by endorsement upon such policy or by letter addressed to Mortgagee) to give Mortgagee at least thirty (30) days' prior written notice of the cancellation of such policies in whole or in part or the lapse of any coverage thereunder. Mortgagor agrees that Mortgagor will not take any action or fail to take any action, which action or inaction would result in the invalidation of any insurance policy required hereunder. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the Mortgaged Property caused by any casualty. If Mortgagor fails to keep the Mortgaged Property insured as above specified, Mortgagee may at its option and sole discretion, and at Mortgagor's expense, insure the Mortgaged Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of Mortgagee.

After an Event of Default as determined in the Loan Agreement and provided such Event of Default is continuing, Mortgagee is hereby authorized, but not required, on behalf of Mortgagor, to collect for, adjust or compromise any losses under any such insurance policies and to apply, at Mortgagor's option provided no Event of Default exists, the loss proceeds (less expenses of collection) on the Secured Debt, in any order and amount, and whether or not due, or hold such proceeds as a cash collateral reserve against the Secured Debt, or apply such proceeds to the restoration of the Mortgaged Property, or to release the same to Mortgagor, but no such application, holding in reserve or release shall cure or waive any default by Mortgagor. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Secured Debt, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. If the Mortgaged Property or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, then Mortgagor will obtain such insurance as is required by such governmental authority in amounts required by Mortgagee.

**7. TAXES AND ASSESSMENTS.** Mortgagor will pay all taxes and assessments against or affecting the Mortgaged Property prior to the same becoming delinquent, and, if Mortgagor fails to do so, Mortgagee may pay them, together with all costs and penalties thereon, at Mortgagor's expense. Notwithstanding the foregoing, Mortgagor may in good faith by appropriate proceedings contest the validity of such taxes and assessments and, pending such contest, Mortgagor shall not be deemed an Event of Default hereunder due to such nonpayment if (i) prior to delinquency of the asserted tax or assessment, Mortgagor deposits with Mortgagee, if requested by Mortgagee, cash in amount equal to tax or assessment with interest, plus cost and penalties be paid as herein stipulated in the amount of the tax or assessment being contested by Mortgagor, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and (ii) Mortgagor promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final.

**8. CONDEMNATION.** All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, shall



be made jointly payable to Mortgagee and Mortgagor. Mortgagee agrees to make the proceeds available to rebuild the improvements provided no Event of Default exists and if an Event of Default exists then the Mortgagee may apply the same to the Secured Debt in such manner as it may elect; and Mortgagee is hereby authorized, in conjunction with the Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceedings for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as it may request from time to time to permit such participation. In the event Mortgagee, as a result of any such judgment, decree, or award, reasonably believes that the payment or performance of any obligation secured by this Mortgage is impaired, Mortgagee may, with written notice, declare all of the Secured Debt immediately due and payable.

**9. MORTGAGOR'S INTEREST IN THE MORTGAGED PROPERTY.** If, while this Mortgage is in force, the interest of Mortgagor or the lien of Mortgagee in the Mortgaged Property hereby conveyed or any part thereof, shall be subjected to adverse claims to title, directly or indirectly, and if Mortgagor is not defending said claims or otherwise protecting the lien of this Mortgage, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of its interest, including the employment of counsel, the prosecution or defense of litigation and the compromise or discharge of claims made against its interest.

**10. Intentionally deleted.**

**11. STATEMENTS BY MORTGAGOR.** Mortgagor shall, at any time and from time to time, furnish, promptly upon request, a written statement or affidavit, in such form as may be required by Mortgagee, stating the unpaid balance of the Note and that there are no offsets or defenses against full payment of the Note, or if there are any such offsets and defenses, specifying them. Mortgagor waives any claim against Mortgagee for such offsets or defenses if not specified as provided herein and agrees to hold Mortgagee harmless therefor.

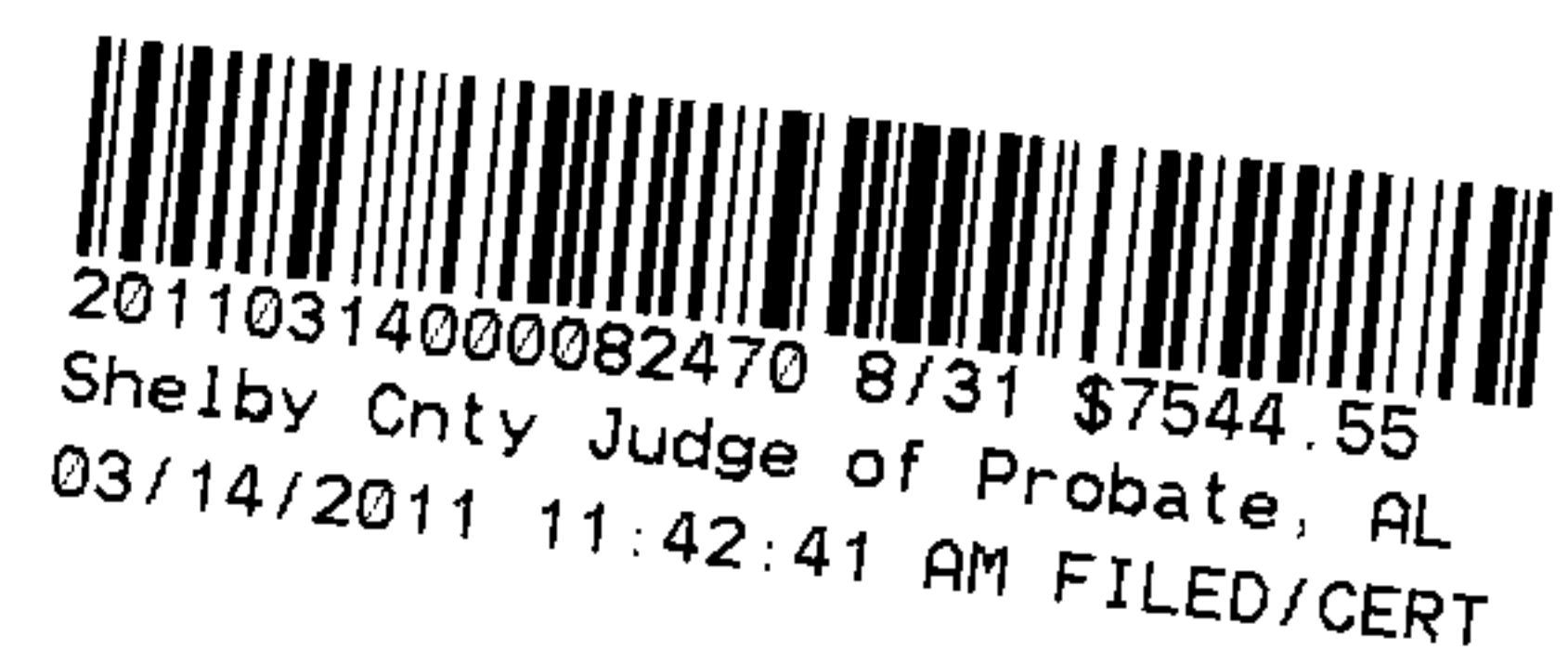
**12. MORTGAGEE'S EXPENSES.** If, in pursuance of any covenant contained herein or in any other instrument executed in connection with the loan evidenced by the Note or in connection with any other Secured Debt, Mortgagee shall expend any money chargeable to Mortgagor or subject to reimbursement by Mortgagor under the terms of such covenant or agreement, Mortgagor will repay the same to Mortgagee immediately at the place where the Note or other Secured Debt is payable after ten (10) days of demand, together with interest thereon at the rate of interest payable on account of the Note or such other indebtedness in the event of an Event of Default thereunder from and after the date of Mortgagee's making such payment. The sum of each such payment shall be added to the Secured Debt and thereafter shall



form a part of the same, and it shall be secured by this Mortgage and by subrogation to all the rights of the person or entity receiving such payment. Mortgagee may make advances after notice to Mortgagor and Mortgagor's failure to do so, but shall not be obligated to do so, for any of the following: (i) insurance, (ii) payment of taxes or any part thereof, (iii) repair, maintenance and preservation of the Mortgaged Property, or of any buildings or other structures thereon, including fixtures, (iv) for the discharge of any liens or encumbrances on the Mortgaged Property excluding Permitted Liens as allowed by the Loan Agreement, (v) for perfecting the title thereto, (vi) for enforcing collection of the Secured Debt, (vii) for any water, gas or electric charge imposed for any services rendered to the Mortgaged Property, (viii) for the protecting or preserving of any use being made of the Mortgaged Property, (ix) for advances to any trustee or receiver of the Mortgaged Property, and (x) for any additions or improvements to the Mortgaged Property or to any buildings or other structures thereon, including fixtures, considered desirable by Mortgagee while it or any receiver or trustee is in possession thereof. Mortgagee may make and is hereby authorized to pay any payment herein, according to any bill, statement or estimate without inquiry into the accuracy of the bill, statement or estimate or into the validity thereof. Mortgagee in making any payment herein authorized, relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, mortgage, claim or charge, shall be the sole judge of the legality or validity of same.

**13. WASTE, DEMOLITION, ALTERATION, REPLACEMENT OR REPAIR OF MORTGAGED PROPERTY.** Mortgagor shall cause the Mortgaged Property and every part thereof to be materially maintained, preserved, kept safe and in good repair, and in good working condition. Mortgagor shall not commit or permit waste thereon. Mortgagor shall not remove, demolish or materially alter the design or structural character of the Project or the Mortgaged Property now or hereafter erected on the Real Estate without the express prior written consent of Mortgagee. Mortgagor shall comply with all laws and regulations of any governmental authority with reference to the Mortgaged 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. Mortgagor will 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 Mortgaged Property. Mortgagor agrees not to remove any of the fixtures or personal property included in the Project or the Mortgaged Property that exceed \$1,000 per item or \$10,000 in the aggregate unless the same is immediately replaced with like property of at least equal value and utility without the express prior written consent of Mortgagee.

Mortgagee and other persons authorized by Mortgagee shall have access to and the right to enter and inspect the Project and the Mortgaged Property at all reasonable times, and upon reasonable prior written notice to Mortgagor, including monthly inspections if deemed necessary by Mortgagee. In the event Mortgagee finds that Mortgagor is not maintaining the Mortgaged Property as referenced herein, Mortgagee shall notify Mortgagor in writing of the needed repairs and Mortgagor shall have ten (10) business days to make commercially satisfactory arrangements to bring the Mortgaged Property back to good condition. If after such time, satisfactory arrangements have not been made to bring the Mortgaged Property back to good





condition as determined by the sole discretion of Mortgagee, Mortgagee shall have the right to make the reasonably necessary repairs at the expense of Mortgagor as previously enunciated in this Mortgage, or shall have the right to declare the Indebtedness Secured Hereby to be at once due and payable under the terms of this Mortgage.

**14. IMPAIRMENT.** Mortgagor will not do, or omit to do, any act or thing which would impair the security of this Mortgage.

**15. SALE OF MORTGAGED PROPERTY.** Mortgagor shall not convey, assign, encumber, grant a security interest in or options with respect to, or otherwise dispose of all or any part of the Mortgaged Property (other than items of personalty which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new) whether by operation of law or otherwise without the prior written consent of Mortgagee. If Mortgagee should, in its discretion, consent to any sale, conveyance or encumbrance of the Mortgaged Property, such consent may be conditioned upon one or more of the following: (i) the transferee's express agreement in writing to assume the payment of the Secured Debt; (ii) the transferee's express agreement in writing that the title and rights of such transferee are and shall remain unconditionally subject to all of the terms of this Mortgage for the complete fulfillment of all obligations of Mortgagor hereunder; (iii) payment of a transfer fee or (iv) a change in the interest rate or term of the Note. Mortgagor shall not grant any easement whatever with respect to any of the Mortgaged Property without the joinder therein of Mortgagee, or rent or lease any of the Mortgaged Property for any purpose whatever for a period longer than one year without the prior written consent of Mortgagee. The provisions of this Paragraph 15 shall apply to any and all sales, transfers, conveyances, exchanges, leases, assignments or other dispositions by Mortgagor, its successors and assigns, and any subsequent owners of the Mortgaged Property, or any part thereof.

**16. SUCCESSORS.** If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the Secured Debt in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Secured Debt. No sale of the Mortgaged Property, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Secured Debt, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part.

**17. SUBSEQUENT EASEMENTS.** The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract hereafter made, without the express written consent of Mortgagee or in violation of any provision of this Mortgage, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.



**18. SUBORDINATE MORTGAGES.** Mortgagor shall not execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Property without the prior written consent of Mortgagee.

**19. USE OF PROCEEDS; PAYMENT OF PRIOR LIEN.** Mortgagor shall use the proceeds of the loan represented by the Note solely to refinance existing indebtedness secured by the Mortgaged Property. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or encumbrance against or affecting the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges or encumbrances, irrespective of whether such liens, charges or encumbrances are released of record.

**20. LIMITATION ON INTEREST.** If any payments required to be made hereunder or under the Note or any of the Loan Documents shall be in excess of the amount allowed by law, such payments shall be reduced to the maximum amounts allowed by law, and if any interest received by Mortgagee under the Note or this Mortgage or otherwise is in an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Note or on account of the other Secured Debt and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Note and such other indebtedness, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Secured Debt shall, to the extent permitted by applicable law, be amortized, prorated, allocated and/or spread throughout the full term of such indebtedness until payment in full to the end that the rate of interest on account of such indebtedness never exceeds the maximum lawful rate at any time in effect and applicable to such indebtedness. The terms and provisions of this paragraph 20 shall control and supersede every other provisions of all agreements between Mortgagor and Mortgagee.

**21. SECURITY AGREEMENT AND FINANCING STATEMENT.** With respect to any portion of the Mortgaged Property that constitutes personal property or fixtures governed by the Uniform Commercial Code of the State of Alabama (hereinafter called the "Code"), this Mortgage shall constitute a security agreement between Mortgagor, as the Debtor, and Mortgagee, as the Secured Party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the Code. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagor hereby authorizes Mortgagee to execute and file, without Mortgagor's joinder, any and all financing statements or continuation statements necessary or desirable to perfect or maintain the validity and priority of Mortgagee's security interest. Mortgagee may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that if upon a continuing



Event of Default Mortgagee should proceed to dispose of such property in accordance with the provisions of the Code, five (5) business days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Mortgagee may at its option dispose of such property in accordance with Mortgagee's rights and remedies with respect to the Real Estate pursuant to the provisions of this Mortgage, in lieu of proceeding under the Code.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any Mortgaged Property described or referred to herein.

Some of the items of Mortgaged Property described herein are goods that are or are to become fixtures related to the Real Estate, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of Mortgagor, as debtor, is as stated above.

**22. FINANCIAL STATEMENTS.** Mortgagor shall deliver to Mortgagee such financial statements as are required under the Loan Agreement.

**23. NOTICE OF LITIGATION.** Mortgagor consents and agrees that it will give notice to Mortgagee of any litigation in which Mortgagor becomes involved and will continue to thereafter provide to Mortgagee periodic statements of the status and progress of such litigation as may be requested by Mortgagee.

**24. CHANGE OF ZONING.** Mortgagor covenants and agrees not to request or consent to any change in the zoning of or restrictive covenants affecting the Mortgaged Property without the prior written consent of Mortgagee which shall not be unreasonably withheld, conditioned, or delayed.

**25. COMPLIANCE WITH LAWS.** The Mortgaged Property, and the use thereof by Mortgagor, shall materially comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor, the Mortgaged Property, and its use, and Mortgagor shall pay all fees or charges of any kind in connection therewith. Mortgagor will not use or occupy or allow the use or occupancy of the Mortgaged Property in any manner which materially violates any applicable law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or subject to cancellation any insurance then in force with respect thereto.



**26. HOLD HARMLESS.** Mortgagor will defend, at its own cost and expense, and hold Mortgagee harmless from, any proceeding or claim affecting the Mortgaged 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 Mortgagor.

**27. FURTHER ASSURANCES.** Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of any of the Note, Mortgage and Loan Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

**28. CONSENT.** In any instance hereunder where Mortgagee's approval or consent is required or the exercise of Mortgagee's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee and Mortgagor shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner.

**29. NO PARTNERSHIP.** Nothing contained herein is intended to create any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

**30. NO PLEDGE OR CHANGE OF OWNERSHIP INTEREST.** The Members of Mortgagor shall neither sell, pledge nor assign in the aggregate more than ten (10) percent of the outstanding membership interests in Mortgagor without the prior written consent of Mortgagee.

**31. NOTICES BY GOVERNMENTAL AUTHORITY, FIRE AND CASUALTY LOSSES, ETC.** Mortgagor shall timely comply with and promptly furnish to Mortgagee true and complete copies of any official notice or claim by any governmental authority pertaining to the Mortgaged Property. Mortgagor shall promptly notify Mortgagee of any fire or other casualty or any notice or taking of eminent domain action or proceeding affecting the Mortgaged Property.

**32. TRADE NAMES.** At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the trade names under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other trade names with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said trade names, and will, upon request of Mortgagee, execute any additional financing statements and other certificates required to reflect the change in trade names and will execute and file any assumed name certificate required by applicable laws.



**33. RECORDING AND FILING.** This Mortgage and all applicable Loan Documents and all amendments, supplements and extensions thereto and substitutions therefor shall be recorded, filed, rerecorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and Mortgagor will pay all such recording, filing, rerecording and refiling fees, title insurance premiums, and other charges.

**34. MINERAL RIGHTS.** Subject to existing rights of other parties holding mineral interests, without written consent of Mortgagee there shall be no drilling or exploring for, or extraction, removal or production of minerals from the surface or subsurface of the Mortgaged Property. The term "minerals" as used herein shall include, without limiting the generality of such term, oil, gas, casinghead gas, coal, lignite hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

**35. DEFEASANCE.** If Mortgagor shall: (A) pay in full (i) all of the Secured Debt including but not limited to all sums (principal, interest and charges) payable under the Note and any and all extensions and renewals of the same (including future advances); and (ii) all sums becoming due and payable by Mortgagor under the terms of this Mortgage and the Loan Documents, including but not limited to advancements made by Mortgagee pursuant to the terms and conditions of this Mortgage; and (B) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by Mortgagor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Mortgaged Property shall revert to Mortgagor, and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and at Mortgagor's cost and expense, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage; otherwise, this Mortgage shall remain in full force and effect.

**36. EVENTS OF DEFAULT.** The happening of any of the Event of Default under Article 7 of the Loan Agreement that is continuing shall constitute an Event of Default under this Mortgage.

**37. REMEDIES OF MORTGAGEE UPON DEFAULT.**

(A) Acceleration of Indebtedness. Upon occurrence of an Event of Default or at any time thereafter, Mortgagee may at its option and without demand or notice to Mortgagor, declare all or any part of the Secured Debt immediately due and payable whereupon all such Secured Debt shall forthwith become due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Mortgagor and Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage, the Note and any of the other Loan Documents and applicable law.



(B) Operation of Property by Mortgagee. Upon the occurrence of an Event of Default, or at any time thereafter, in addition to all other rights herein conferred on Mortgagee, Mortgagee (or any person, firm or corporation designated by Mortgagee) may, but shall not be obligated to, enter upon and take possession of any or all of the Mortgaged Property, exclude Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that Mortgagor could do so, without any liability to Mortgagor resulting therefrom; and Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of Mortgagor with respect to the Mortgaged Property.

(C) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default which is continuing and the acceleration of the Loan, Mortgagee, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Mortgaged property, to sue Mortgagor for damages on account of or arising out of said default or breach, 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 Mortgagor or any other party, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary.

(D) Power of Sale. Upon the occurrence of any Event of Default which is continuing and acceleration of the Loan, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, after giving notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper published in the county wherein the Mortgaged Property or any part thereof is located, to sell the Mortgaged 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. Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Mortgaged property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Mortgaged 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, Mortgagor 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 Mortgaged 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 Mortgaged Property not previously sold shall have been sold or all the Secured Debt shall have been paid in full.



(E) Personal Property and Fixtures. On the happening of any Event of Default which is continuing and acceleration the Loan or at any time thereafter, Mortgagee shall have and may exercise with respect to the personal property and fixtures included in the Mortgaged Property (sometimes referred to as the "Collateral") all rights, remedies and powers of a secured party under the Code with reference to the Collateral or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Code after an Event of Default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. Mortgagee shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by Mortgagee, at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At Mortgagee's request, Mortgagor shall assemble the Collateral and make the Collateral available to Mortgagee at any place designated by Mortgagee. To the extent permitted by law, Mortgagor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of Mortgagee existing after an Event of Default. To the extent that such notice is required and cannot be waived, Mortgagor agrees that if such notice is given to Mortgagor in accordance with the provisions of Paragraph (38) below, at least five (5) business days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

Mortgagor agrees that Mortgagee may proceed to sell or dispose of both the real and personal property comprising the Mortgaged Property in accordance with the rights and remedies granted under this Mortgage with respect to the Real Estate covered hereby. Mortgagor hereby grants Mortgagee the right, at its option after an Event of Default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Secured Debt in such order and amounts and manner as Mortgagee may elect. Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(F) Assignment of Leases and Rents. All of the rents, royalties, issues, profits, revenue, income and other benefits derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. § 101 et. seq. (hereinafter called the "Rents and Profits") are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Mortgagee to be



applied by Mortgagee in payment of all proper charges and expenses including the just and reasonable compensation for the services of Mortgagee, its attorneys, agents, and others employed by Mortgagee in connection with the operation, management and control of the Mortgaged Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Mortgagee from and against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Mortgagee hereunder. Mortgagee may, at its option, credit the remainder of the payment of the principal and interest and all other sums payable on the Note and other Secured Debt. Prior to the occurrence of any Event of Default hereunder, Mortgagor shall collect and receive all Rents and Profits for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the principal and interest and all other sums payable on the Note and in payment of all other Secured Debt and thereafter, so long as no Event of Default hereunder has occurred, the balance shall be distributed to the account of Mortgagor. Mortgagor will not (i) execute an assignment of any of its rights, title or interest in the Rents and Profits, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Mortgaged Property or any part thereof, now or hereafter existing, having an unexpired term of one year or more except that any lease may be canceled, provided that promptly after the cancellation or surrender thereof a new lease is entered into with a new lessee having a credit standing, in the judgment of Mortgagee, at least equivalent to that of the lessee whose lease was canceled, on substantially the same terms as the terminated or canceled lease, or (iii) modify any lease of the Mortgaged Property or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable thereunder, or (iv) accept prepayments of any installments of rent to become due under any of such leases in excess of one month, except prepayments in the nature of security for the performance of the lessee thereunder, or (v) in any other manner impair the value of the Mortgaged Property or the security of this Mortgage. Mortgagor will not execute any lease of all or any substantial portion of the Mortgaged Property except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and agreement contained in each lease of the Mortgaged Property now or hereafter existing, on the part of lessor thereunder to be kept and performed. Mortgagor shall furnish to Mortgagee, within ten (10) business days after a request by Mortgagee to do so, a written statement containing the names of all lessees of the Mortgaged Property, the terms of their respective leases, the spaces occupied and the rentals payable thereunder.

(G) Foreclosure Deeds. Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(H) Application of Proceeds. All payments received by Mortgagee as proceeds of the Mortgaged Property, or any part thereof, as well as any and all amounts realized by Mortgagee in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by Mortgagee as follows: (i) to the payment of all necessary and reasonable expenses incident to the execution of any foreclosure sale or sales or other remedies



under this Mortgage, including reasonable attorneys' fees as provided herein, (ii) to the payment in full of any of the Secured Debt that is then due and payable (including without limitation principal, accrued interest, advances and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Note, (iii) any other sums that might be due under this Mortgage, the Note or the Loan Documents, which have not otherwise been contemplated in (i) and (ii) above, and (iv) the remainder, if any, shall be paid to Mortgagor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

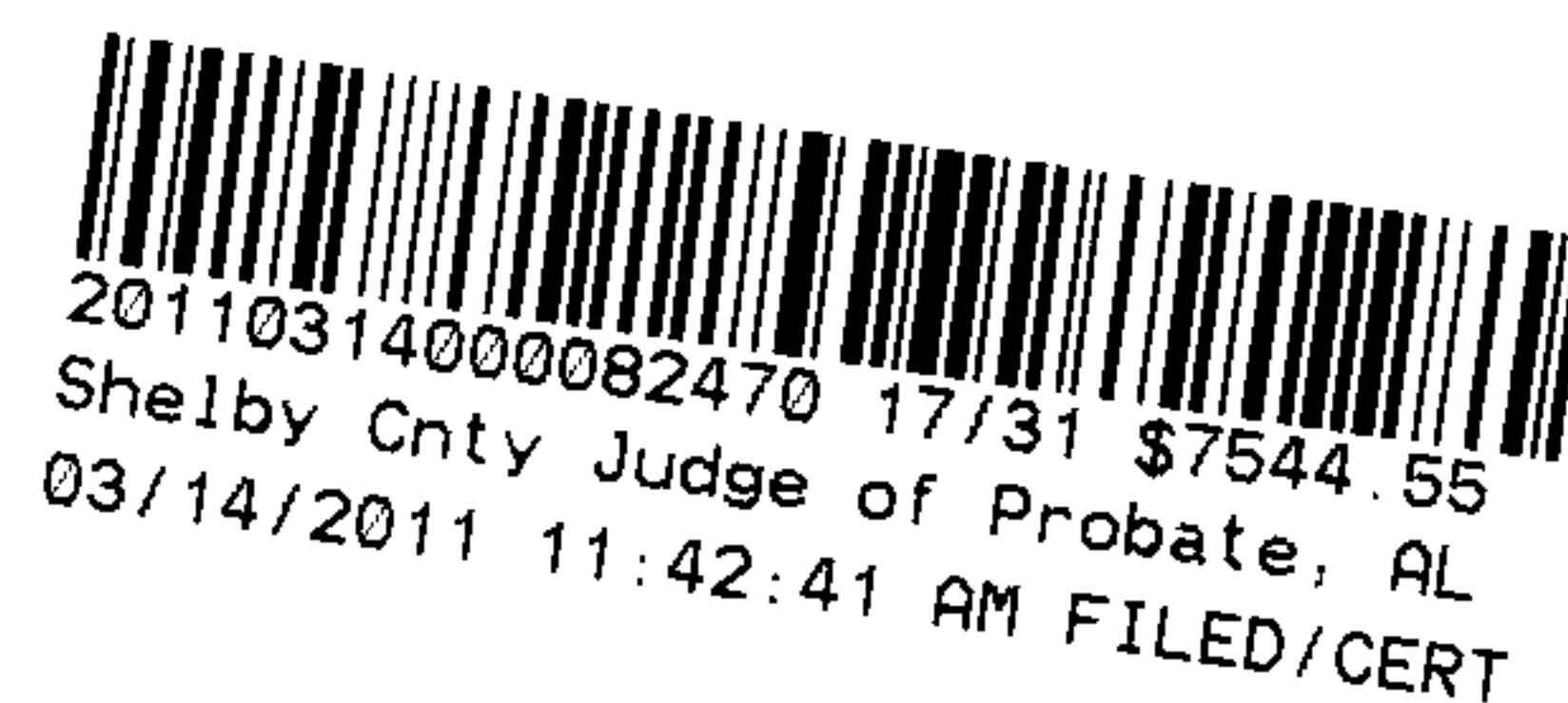
(I) Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure by power of sale as provided for in this Mortgage, but without declaring the whole Secured Debt due. Any such sale may be made subject to the unmatured part of the Secured Debt, and such sale, if so made, shall not in any manner affect the unmatured part of the Secured Debt, but as to such unmatured part of the Secured Debt shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Secured Debt whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Secured Debt without exhausting any power of foreclosure and the power to sell the Mortgaged Property for any other part of the Secured Debt, whether matured at the time or subsequently maturing.

(J) Waiver of Appraisal Laws. Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property (commonly known as appraisal laws), or (ii) any extension of time for the enforcement of the collection of the Secured Debt or any creation or extension of a period of redemption from any sale made in collecting the Secured Debt (commonly known as stay laws and redemption laws).

(K) Prerequisites of Sales. In case of any sale of the Mortgaged Property as authorized by this Paragraph 37, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of any of the Secured Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

**38. NOTICE AND ADDRESSES FOR NOTICES.** All notices or other written communications hereunder shall be deemed to have been properly if given in accordance with the Loan Agreement.

**39. PARTIAL RELEASE AND ADDITIONAL SECURITY.** Any part of the Mortgaged Property may be released by Mortgagee without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted



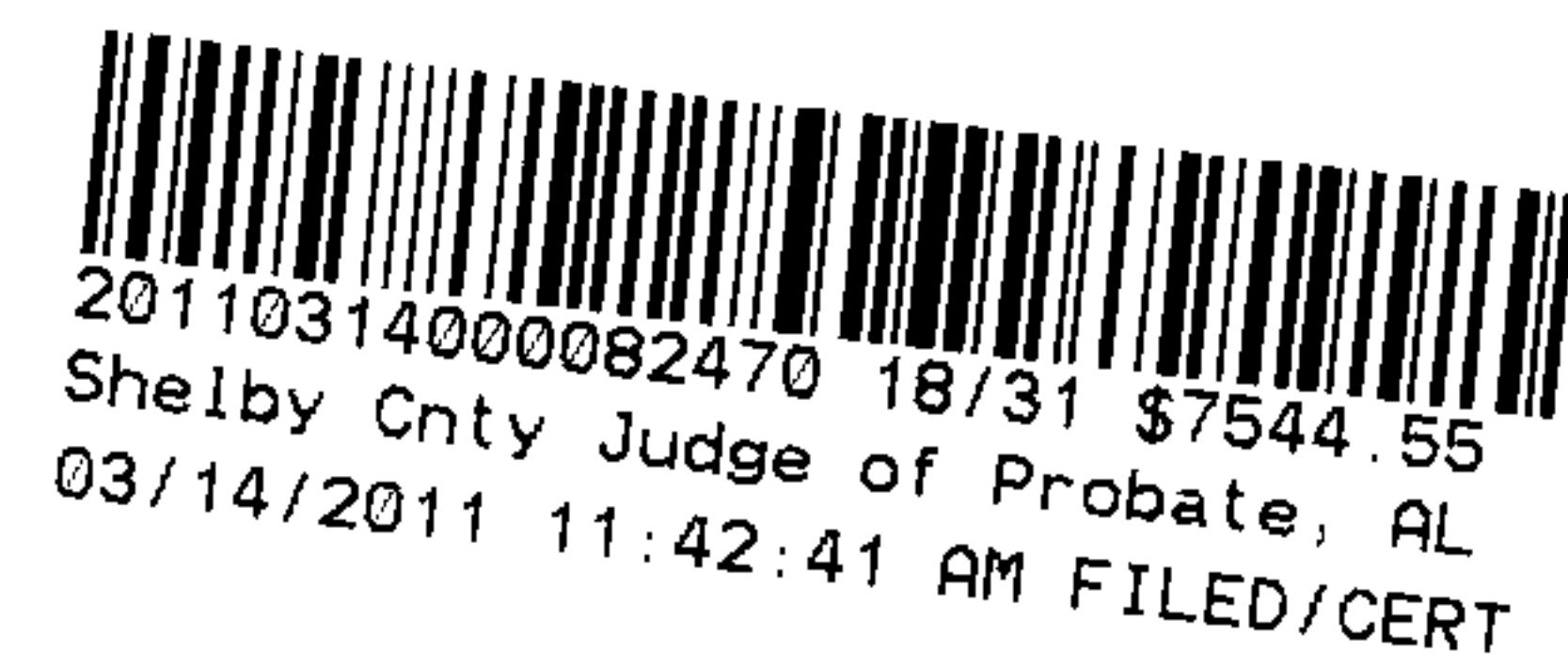


hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Secured Debt or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Mortgage, as well as any instrument given to secure any renewal or extension of the Secured Debt, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Property not expressly released until the obligations and Secured Debt are completely paid, performed and discharged.

**40. WAIVER.** Except to the extent provided for in the Loan Agreement, to the extent that Mortgagor may lawfully do so, Mortgagor agrees that Mortgagor shall not assert and hereby expressly waives, 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 Mortgaged Property for the collection of the Secured Debt (without any prior or different resort for collection) or the right of Mortgagee, under the terms of this Mortgage, to the payment of such Secured Debt out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted).

**41. NO WAIVER AND SEVERABILITY.** No waiver of any default on the part of Mortgagor or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the Secured Debt shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective while this Mortgage is in effect, the legality, validity and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. If any of the liens, security interests or assignment of rents created by this Mortgage shall be invalid or unenforceable, the unsecured portion of the Secured Debt shall be completely paid prior to the payment of the remaining and secured portion of the Secured Debt and all payments made on account of such indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of such indebtedness.

**42. REMEDIES CUMULATIVE.** In addition to and notwithstanding and without modifying the other remedies provided herein and without limiting the rights of Mortgagee to exercise such remedies, Mortgagee is given the additional right to enforce the covenants, agreements, and obligations of Mortgagor hereunder, by the securing of equitable remedies,





including that of temporary and permanent injunction and specific performance, without the necessity of Mortgagee filing any bond or other security which would otherwise be required by the statutes of the State of Alabama or the Alabama Rules of Civil Procedure in seeking such equitable remedies, the requirement for filing of any such bond or other security being hereby expressly waived.

**43. AMENDMENTS.** No amendment, modification or cancellation of this Mortgage shall be valid unless in writing and signed by the party against whom enforcement is sought.


**44. HEADINGS.** The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

**45. GOVERNING 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.

**46. COPIES.** Mortgagor acknowledges receipt of a true and correct copy of this Mortgage.

**47. MEANING OF PARTICULAR TERMS.** Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Mortgagee" shall include their respective heirs, personal representatives, successors and assigns. The term "Mortgagor" as used in this Mortgage refers to each of the undersigned, jointly and severally, whether one or more natural persons, partnerships, corporations, associations, trusts or other entities or organizations.

**48. INTENTIONALLY DELETED.**

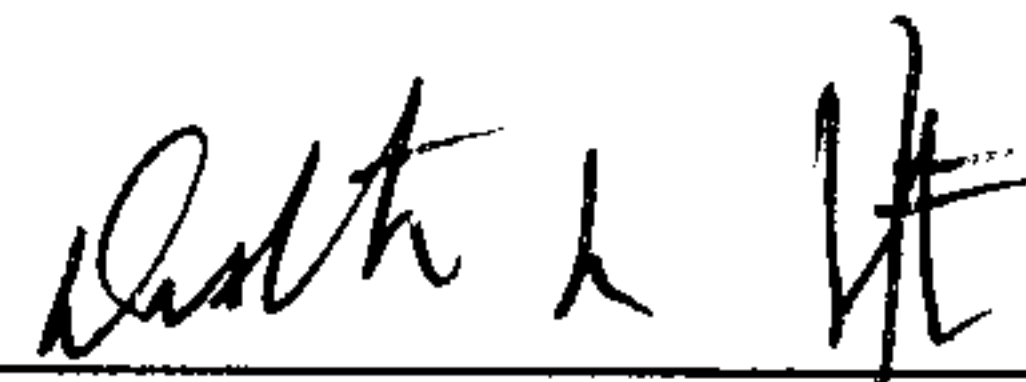
  
20110314000082470 19/31 \$7544.55  
Shelby Cnty Judge of Probate, AL  
03/14/2011 11:42:41 AM FILED/CERT



IN WITNESS WHEREOF, the undersigned has hereunto set its signature and seal, this 11<sup>th</sup> day of March, 2011

**MORTGAGOR:**

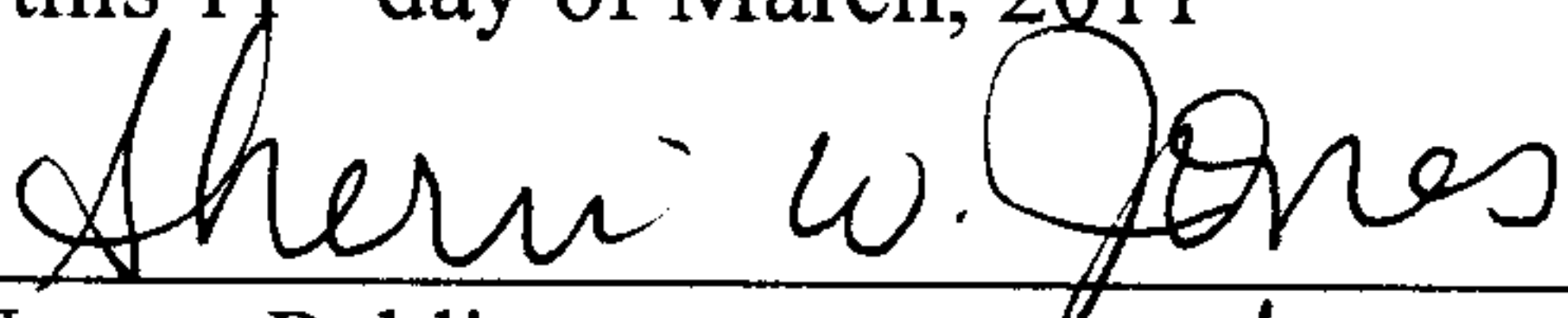
TIMBERLINE INVESTMENTS, LLC

By:   
Delton L. Clayton  
Its: Manager

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Delton L. Clayton, whose name as Manager of Timberline Investments, LLC, an Alabama limited liability company, 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 11<sup>th</sup> day of March, 2011

  
Notary Public  
My commission expires: 3/20/12

[NOTARIAL SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 20, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS




20110314000082470 20/31 \$7544.55  
Shelby Cnty Judge of Probate, AL  
03/14/2011 11:42:41 AM FILED/CERT



Exhibit A

to

Mortgage and Security Agreement  
between  
Timberline Investments, LLC and Bryant Bank

  
20110314000082470 21/31 \$7544.55  
Shelby Cnty Judge of Probate, AL  
03/14/2011 11:42:41 AM FILED/CERT

PARCEL I:

A parcel of land in the Westerly Half of Section 6, Township 24 North, Range 14 East and in Section 1, Township 24 North, Range 13 East, more or less, being located South and Southwesterly of THE RESERVE AT TIMBERLINE as recorded in Map Book 34, Page 117 in the Probate Office of Shelby County, Alabama, Northerly of the centerline of Buxahatchee Creek, East of Interstate 65, and South of the Heart of Dixie Railroad, being more particularly described as follows:

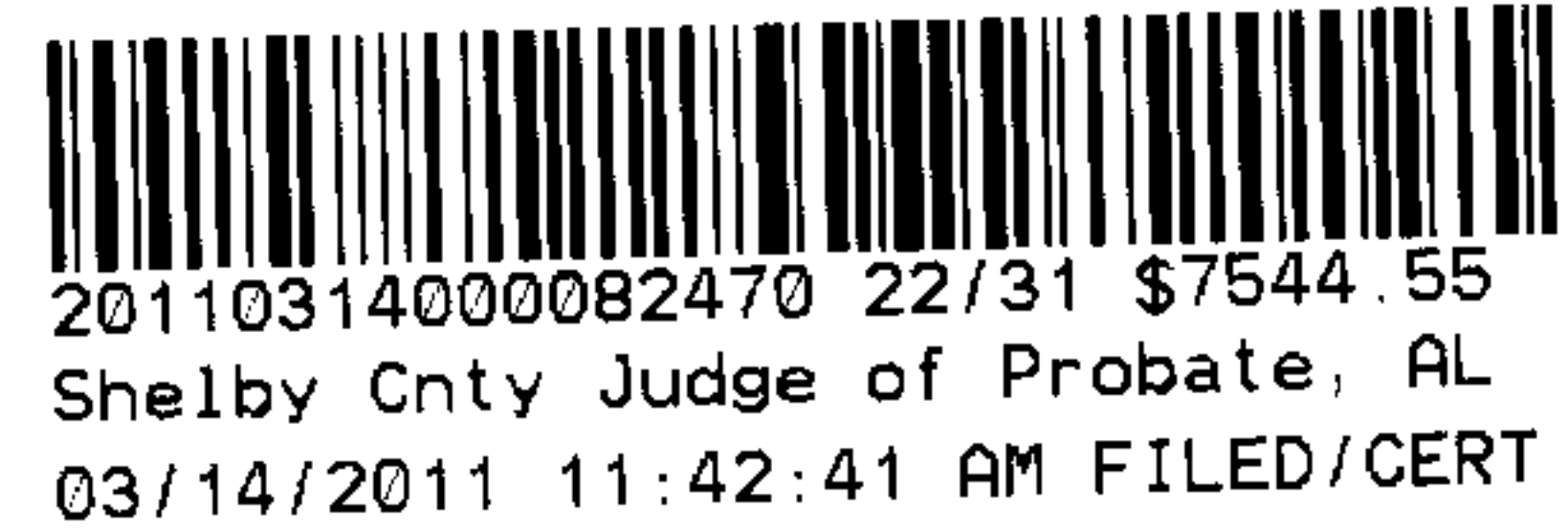
Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 6, Township 24 North, Range 14 East, Shelby County, Alabama; thence run a deed bearing of South 01°46'15" East a distance of 965.59 feet to the POINT OF BEGINNING; thence South 85°24'46" East a distance of 654.55 feet to a Point; thence South 68°40'47" East a distance of 164.23 feet to a Point on a curve to the right, concave Northwesterly having a radius of 417.29 feet; thence run 173.24 feet along said curve with a bearing of South 63°42'09" West to a Point; thence South 75°35'46" West a distance of 24.19 feet to a Point at the P.C. of a curve to the left, concave Southwesterly having a radius of 516.86 feet; thence run 197.55 feet along said curve with a chord bearing of South 64°38'47" West to a Point at the P.C. of a curve to the right, concave Northwesterly having a radius of 340.67 feet; thence run 156.41 feet along said curve with a chord bearing of South 66°51'00" West to a Point; thence run South 80°00'12" West a distance of 209.55 feet to a Point; thence run South 88°13'19" West a distance of 89.74 feet to a Point; thence run South 01°46'16" East a distance of 952.86 feet to a Point in the center of the Buxahatchee Creek; thence run Northeasterly along the meanderings of the creek centerline to its intersection with the Easterly Right of Way line of Interstate 65, the chord bearings and distances of the meanderings described by the following thirteen courses: North 64°03'09" West a distance of 684.90 feet to a Point; North 81°50'44" West a distance of 929.93 feet to a Point; North 45°57'23" West a distance of 431.89 feet to a Point; North 83°15'06" West a distance of 465.09 feet to a Point; North 08°03'20" East a distance of 900.30 feet to a Point; North 15°48'54" West 532.07 feet to a Point; North 71°58'11" West a distance of 1,348.45 feet to a Point; North 43°25'43" West a distance of 275.57 feet to a Point; North 87°23'59" West a distance of 249.33 feet to a Point; North 81°06'43" West a distance of 1391.32 feet to a Point; North 49°12'44" West a distance of 364.88 feet to a Point; South 88°02'49" West a distance of 272.29 feet to a Point; South 84°03'28" West a distance of 413.69 feet to a Point on the Easterly Right of Way line of Interstate 65; thence North 07°08'50" West a distance of 147.84 feet to a Point along said Right of Way line to its intersection with the Southerly Right of way line of the Heart of Dixie Railroad; thence North 87°48'12" East a distance of 106.25 feet to a Point along said Railroad Right of way Line at the P.C. of a curve to the right, concave Southerly having a radius of 1,500.00 feet; thence run Easterly, thence Southeasterly 466.30 feet along said curve and along said Railroad Right of Way line with a chord bearing of South 84°31'15" East; thence South 75°36'54" East along said Railroad Right of Way line a distance of 1302.18 feet to a Point at the P.C. of a curve to the left, concave Northerly having a radius of 1,000.00 feet; thence run Easterly , then Northeasterly 737.78 feet along said curve and along said Railroad Right of Way line with a chord bearing of North 83°14'56" East; thence North 89°34'41" East along the South line of THE RESERVE AT TIMBERLINE as recorded in Map Book 34, Page 117 in the



Probate Office of Shelby County, Alabama, a distance of 1352.78 feet to a Point; thence South 49°33'46" East along the Southwesterly line of THE RESERVE AT TIMBERLINE as recorded in Map Book 34, Page 117 in the Probate Office of Shelby County, Alabama a distance of 2,838.67 feet to a Point; thence North 89°37'16" East along the South line of THE RESERVE AT TIMBERLINE as recorded in Map Book 34, Page 117 in the Probate Office of Shelby County, Alabama a distance of 302.99 feet to a Point; thence North 01 deg. 46 min. 16 sec. West a distance of 72.57 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

PARCEL II:

Tract I:



Beginning at the Northeast Corner of the Northwest Quarter of the Northwest Quarter of Section 6, Township 24 North, Range 14 East, Shelby County, Alabama; thence South 87°44'27" West a distance of 818.20 to a point; thence South 89°03'34" West a distance of 1473.87 feet to a Point; South 87°24'56" West a distance of 108.05 to a Point; thence North 79°18'35" West a distance of 150.00 to a Point; thence South 85°52'41" West a distance of 249.85 feet to a Point; thence along a curve to the left having a radius of 1662.80 feet 972.54 feet along said curve; thence along a curve to the right having a radius of 1911.49 feet 398.20 feet along said curve; thence South 63°49'41" East a distance of 2.48 feet to a Point; thence along a curve to the left having a radius of 5169.28 feet 384.70 feet along said curve; thence North 06°52'53" East a distance of 229.86 to a Point; thence South 84°03'56" East a distance of 220.99 to a Point; thence North 69°26'43" East a distance of 111.73 feet to a Point; thence North 49°28'31" East a distance of 114.12 to a Point; thence South 62°23'14" East a distance of 261.11 to a Point; thence North 30°25'51" East a distance of 46.71 to a point; thence South 38°20'33" East a distance of 205.24 feet to a Point; thence South 46°26'31" West a distance of 166.29 to a Point; thence along a curve to the right having a radius of 251.77 feet 99.88 feet along said curve; thence South 24°01'31" East a distance of 140.81 to a point; thence along a curve to the left having a radius of 375.00 feet 173.19 feet along said curve; thence North 38°08'15" East a distance of 155.47 to a Point; thence South 61°16'12" East a distance of 221.29 to a Point; thence North 15°57'12" East a distance 323.17 to a Point; thence North 10°12'56" East a distance of 187.21 feet to a point; thence North 06°12'56" East a distance of 87.12 to a point; thence North 13°45'32" East a distance of 82.04 to a Point; thence North 24°20'12" East a distance of 82.04 to a Point; thence North 35°54'52" East a distance of 97.49 to a Point; thence North 48°29'32" East a distance of 97.49 to a Point; thence North 61°00'15" East a distance 82.03 to a Point; thence North 69°43'29" East a distance of 81.82 to a Point; thence North 80°08'59" East a distance of 71.43 feet to a Point; thence North 82°29'13" East a distance of 195.42 to a Point; thence South 10°06'51" East a distance of 118.72 to a Point; thence North 79°53'09" East a distance of 95.00 to a Point; thence along a curve to the left having a radius of 25.00 feet 39.27 feet along said curve; thence North 79°53'09" East a distance of 50.00 to a Point; thence along a curve to the left having a radius of 25.00 feet 39.27 feet along said curve; thence South 10°06'51" East a distance of 50.00 to a Point; thence North 79°53'09" East a distance of 120.00 to a Point; thence South 10°06'51" East a distance of 487.73 to a Point; thence North 84°42'58" West a distance of 196.01 to a Point; thence South 07°20'01" West a distance of 87.62 to a Point; thence along a curve to the left having a radius of 25.98 feet 37.92 feet along said curve; thence South 11°40'32" West a distance of 50.00 to a Point; thence along a curve to the left having a radius of 25.00 feet 38.27 feet along said curve; thence South 15°57'29" West a distance of 85.08 to a Point; thence South 72°03'06" East a distance of 147.26 to a Point; thence South 21°14'18" West a distance of 172.48 to a Point; thence South 30°45'49" West a distance of 365.29 to a Point; thence South 36°38'53" West a distance of 180.89 to a Point; thence South 53°21'07" East a distance of 145.00 to a Point; thence South 53°21'07" East a distance of 187.19 to an EXISTING IRON; thence North 30°52'56" East a distance of 348.31 to a CORNER; thence South 59°07'04" East a distance of 120.00 to a CORNER; thence South 59°07'04" East a distance of 120.00 to a CORNER; thence South 59°07'04" East a distance of 189.25 to a CORNER; thence North 12°35'14"



East a distance of 38.58 to a CORNER; thence North 12°35'14" East a distance of 68.00 to a CORNER; thence North 14°42'08" East a distance of 55.23 to a CORNER; thence South 70°48'42" East a distance of 110.90 to a CORNER; thence North 17°21'38" East a distance of 17.54 to a CORNER; thence South 74°28'03" East a distance of 192.70 to a CORNER; thence North 01°07'33" West a distance of 2343.02 to a Point to the Point of Beginning.

Tract II:

Commence at the Southeast corner of Fractional Section 22, Township 22 South, Range 2 West, said corner lying on the Freeman Line; thence South 89°56'14" East along the South line of Said Section 23 and along said Freeman Line a distance of 544.23 feet to a point lying on the Southeasterly Right of Way Line of Heart of Dixie Railroad (100' Right of Way), thence continue along the last described course, a distance of 158.40 feet; thence North 89°04'01" East a distance of 500.00 feet to the POINT OF BEGINNING; thence North 72°56'44" East a distance of 626.12 feet; thence North 55°13'05" East a distance of 567.66 feet; thence South 80°37'53" East a distance of 105.32 feet; thence North 70°28'43" East a distance of 250.75 feet; thence South 23°35'02" East a distance of 100.25 feet; thence North 70°28'43" East a distance of 130.33 feet; thence North 23°35'02" West a distance of 100.25 feet; thence North 12°04'01" East a distance of 68.63 feet; thence North 28°52'24" West a distance of 670.63 feet to a point lying on the Southeasterly Right of Way line of Heart of Dixie Railroad (100' Right of Way); thence North 56°50'31" East a distance of 140.93 feet to a point on the Southwesterly Right of Way line of Shelby County Road #301 (80' Right of Way), said point also being a curve to the right, having a radius of 4,125.59 feet, a central angle of 00°43'26" and subtended by chord which bears South 74°51'02" East a chord distance of 52.13 feet; thence leaving said Railroad Right of Way and along the arc of said curve and said Highway Right of Way a distance of 52.13 feet to a point of a compound curve to the right, having a radius of 1,862.60 feet, a central angle of 08°34'35" and subtended by a chord which bears South 70°55'28" East a chord distance of 278.54 feet; thence along the arc of said curve and said Right of Way line a distance of 278.80 feet to a point of a compound curve to the right, having a radius of 1322.11 feet, a central angle of 13°53'31" and subtended by a chord which bears South 59°41'25" East a chord distance of 319.77 feet; thence along the arc of said curve and said Right of Way line, a distance of 320.56 feet to a point of a compound curve to the right, having a radius of 1000.00 feet, a central angle of 06°02'36" and subtended by a chord which bears South 49°43'22" East a chord distance of 105.43 feet; thence along the arc of said curve and said Right of Way line a distance of 105.47 feet; thence South 46°42'04" East and along said Right of Way line a distance of 521.84 feet; thence South 70°27'49" West and leaving said Right of Way line a distance of 1123.25 feet; thence South 00°00'02" East a distance of 259.78 feet; thence 89°04'01" West a distance of 1327.85 feet to the POINT OF BEGINNING.

Tract III:

COMMENCE at the Southeast corner of Fractional Section 22, Township 22 South, Range 2 West; thence North 00°15'04" East a distance of 412.50 feet; thence South 89°41'16" West a distance of 144.75 feet; thence South 89°41'24" West a distance of 135.01 feet; thence South 89°43'30" West a distance of 135.03 feet; thence North 89°51'28" West a distance of 134.94 feet; thence North 00°08'32" East a distance of 200.19 feet to a point lying on the Southerly Right of Way line of Dogwood Drive (60' R.O.W.) said point also lying on a curve to the right, having a radius of 406.63 feet, a central angle of 02°03'41" and subtended by a chord which bears South 89°33'36" West a chord distance of 14.63 feet; thence along the arc of said curve and said Right of Way line a distance of 14.63 feet; thence North 89°51'27" West and along said Right of Way a distance of 45.26 feet; thence South 00°10'56" West and leaving said Right of Way line a distance of 200.00 feet; thence North 89°49'11" West a distance of 137.79 feet; thence North 89°48'17" West a distance of 236.49 feet; thence North 00°09'49" East a distance of 199.79 feet to a point lying on the Southerly Right of Way line of Dogwood Drive (50'



R.O.W.); thence North 89°50'00" West along said Right of Way line a distance of 433.23 feet to a point lying on the Easterly Right of Way line of an Unnamed 40 foot Right of Way; thence continue along the last described course and said Right of Way line a distance of 40.00 feet to a point lying on the Westerly Right of Way line of said Unnamed 40 foot Right of Way; thence North 00°25'31" West along said Westerly Right of Way line a distance of 1,396.21 feet; thence North 44°13'01" West and along said Right of Way line a distance of 225.95 feet; thence South 63°53'00" West and leaving said Right of Way line a distance of 246.67 feet; thence South 16°19'05" West a distance of 59.99 feet; thence North 49°59'15" West a distance of 122.97 feet to a point lying on the Southerly Right of Way line of Alabama Highway #25 (variable R.O.W.) said point also being a curve to the right, having a radius of 1,482.75 feet a central angle of 09°36'47" and subtended by a chord which bears South 59°05'01" West a chord distance of 248.48 feet; thence along the arc of said curve and said Right of Way line a distance of 248.77 feet to a point of a compound curve to the right, having a radius of 1,482.75 feet, a central angle of 03°05'47" and subtended by a chord which bears South 65°26'18" West a chord distance of 80.12 feet; thence along the arc of said curve and said Right of Way line a distance of 80.13 feet to a point of a compound curve to the right, having a radius of 1,482.75 feet a central angle of 03°49'52" and subtended by a chord which bears South 68°54'08" West a chord distance of 99.13 feet; thence along the arc of said curve and said Right of Way line a distance of 99.15 feet; thence South 18°32'03" East and leaving said Right of Way a distance of 24.83 feet to the POINT OF BEGINNING; said point being a curve to the right, having a radius of 1,507.25 feet a central angle of 11°12'21" and subtended by a chord which bears South 77°31'50" West a chord distance of 294.32 feet; thence along the arc of said curve, a distance of 294.79 feet; thence South 71°35'58" West a distance of 7.20 feet; thence South 70°08'47" West a distance of 2.84 feet; thence South 00°59'51" East a distance of 168.68 feet; thence South 88°50'22" East a distance of 308.39 feet; thence North 03°24'26" West a distance of 242.11 feet to the POINT OF BEGINNING.

#### PARCEL III:

Commence at the SW corner of Section 6, Township 22 South, Range 1 West; thence North 88°28'33" East along the South line of the SW 1/4 of said Section 6 a distance of 1158.82 feet; thence North 1°31'27" West a distance of 276.88 feet to a point lying on the Northeasterly right of way line of Shelby County Highway #42 (80-foot right of way); thence South 51°39'56" East along said right of way line a distance of 175.75 feet to its intersection with the Northwesterly right of way line of Norfolk Southern Railroad (100-foot right of way); thence North 36°50'07" East along said railroad right of way a distance of 985.62 feet to the point of beginning; thence continue along the last described course and along said railroad right of way for a distance of 960.59 feet to the intersection of said railroad right of way and the Southeasterly right of way of Alabama Highway 25 (80-foot right of way); thence South 68°02'16" West along said Alabama Highway right of way and leaving said railroad right of way for a distance of 84.30 feet to a point on a curve to the left having a central angle of 31°11'26" and a radius of 1394.63 feet, said curve subtended by a chord bearing South 52°26'33" West and a chord distance of 749.87 feet; thence along the arc of said curve and along said Alabama Highway right of way for a distance of 759.21 feet; thence South 36°50'49" West, along said Alabama Highway right of way for a distance of 166.22 feet; thence South 53°09'11" East and leaving said Alabama Highway right of way for a distance of 245.45 feet to the point of beginning.

#### PARCEL IV:

Commence at the SW corner of said Section 6; thence North 88°28'33" East, along the South line of the SW 1/4 of said Section 6 a distance of 1158.82 feet; thence North 1°31'27" West a distance of 276.88 feet to a point lying on the Northeasterly R.O.W. line of Shelby County Highway No. 42 (80' R.O.W.) said point also being the POINT OF BEGINNING; thence South 51°39'56" East along said R.O.W. line a distance of 175.75 feet to its intersection with the Northwesterly R.O.W. line of Norfolk Southern



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Railroad (100' R.O.W.); thence North 36°50'07" East along said Railroad R.O.W. a distance of 985.62 feet; thence North 53°09'11" West a distance of 245.45 feet to a point lying on the Southeasterly R.O.W. line of State Highway No. 25 (80' R.O.W.); thence South 36°50'49" West along said R.O.W. line a distance of 915.94 feet; thence South 10°12'24" East a distance of 95.57 feet to a point lying on the Northeasterly R.O.W. line of aforesaid Shelby County Highway No. 42 and the POINT OF BEGINNING.

PARCEL V:

A parcel of land being situated in the SW 1/4 and the SE 1/4 of Section 6 and the NW 1/4 of Section 7 all located in Township 22 South, Range 1 West Shelby County, Alabama and being more particularly described as follows:

Commence at the SW corner of said Section 6; thence run North 88°28'33" East along the South line of the SW 1/4 of said Section 6, a distance of 1370.52 feet; thence North 1°31'27" West a distance of 100.14 feet to a point lying on the Northeasterly Right-of-Way line of Shelby County Highway No.42 (80 feet ROW); thence North 36°50'07" East a distance of 300.00 feet to the Point of Beginning; said point also being a point on the Westerly right-of-way line of Norfolk Southern Railroad (100 foot ROW); thence South 53°09'53" East for a distance of 523.77 feet; thence North 37°51'58" East for a distance of 616.37 feet; thence North 43°04'21" East a distance of 1070.52 feet; thence North 30°29'26" East a distance of 455.50 feet; thence North 50°57'28" East a distance of 636.27 feet; thence North 70°08'02" East a distance of 294.27 feet; thence North 40°50'18" East a distance of 100.23 feet to the approximate centerline of Camp Branch; thence North 88°52'19" West along said centerline a distance of 82.09 feet; thence North 57°59'30" West along said centerline a distance of 104.10 to its intersection with the Southeasterly Right-of-Way line of State Highway # 25 (80 feet ROW); thence South 68°02'16" West along said right-of-way line a distance of 1409.15 feet to its intersection with the Southeasterly right-of-way line of Norfolk Southern Railroad (100 foot ROW); thence South 36°50'07" West along said Railroad right-of-way a distance of 1813.93 feet to the Point of Beginning.

PARCEL VI:

A parcel of land situated in the South 1/2 of Section 6, the East 1/2 and the NW 1/4 of Section 7, and the NW 1/4 of the NW 1/4 of Section 8, all in Township 22 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the most northerly corner of Lot 30 according to Shelby Spring Farms Camp Winn Sector 1, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Plat Book 24, Page 133; thence South 58°21'42" West for a distance of 716.54 feet to a point lying on the Northeasterly R.O.W. of Shelby County Highway No.42, said point also being on a curve to the right having a radius of 6188.85 feet, a central angle of 6°32'34" and subtended by a chord which bears North 31°35'11" West, a chord distance of 706.34 feet, thence along the arc of said curve, and said R.O.W. line a distance of 706.33 feet to a point lying on the Northwesterly line of a 100 foot Alabama Power Company Easement; thence North 54°05'02" East, leaving said RO.W. line and along said Easement line a distance of 956.65 feet; thence North 52°21'04" West, and leaving said Easement line a distance of 1034.65 feet; thence South 32°13'52" West a distance of 569.26 feet to a point lying on the Northeasterly R.O.W. line of Shelby County Highway No. 42, said point also being the beginning of a curve to the left having a radius of 1949.86 feet, a central angle of 26°07'47" and subtended by a chord which bears North 38°36'02" West, a chord distance of 881.55 feet; thence along the arc of said curve, and said RO.W. line a distance of 889.23 feet; thence North 51°39'56" West, along said R.O.W. line a distance of 21.51 feet to its intersection with the Southeasterly line of a 100' wide Norfolk Southern Railroad R.O.W.; thence North 36°50'07" East, along said Railroad R.O.W. line a distance of 300.00 feet; thence leaving said Railroad



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R.O.W. South 53°09'52" East a distance of 523.77 feet; thence North 37°51'58" East a distance of 616.37 feet; thence North 43°04'21" East a distance of 1070.52 feet; thence North 30°29'26" East a distance of 455.50 feet; thence North 50°57'28" East a distance 15.73 feet; thence South 45°44'50" East a distance of 3271.38 feet; thence South 15°44' 26" West; a distance of 48.33 feet; thence North 88°27'25" West a distance of 310.53 feet; thence North 58°28'28" West a distance of 131.30 feet; thence South 34°50'48" West a distance of 279.29 feet; thence South 44°22'30" West a distance of 415.97 feet to the beginning of the centerline of a 15 foot Easement; thence South 24°46'03" West along said centerline a distance of 603.54 feet; thence South 67°37'39" West, along said centerline a distance of 188.29 feet; thence South 48°27'27" West, along said centerline a distance of 105.01 feet; thence South 10°01'24" East, and leaving said centerline a distance of 86.41 feet; thence South 66°01'12" East a distance of 207.94 feet to a point lying on the Northwesternly R.O.W. line of Shelby Spring Farms, said point also lying on a curve to the left having a radius of 530.00 feet, a central angle of 15°43'30", and subtended by a chord which bears South 16°07'03" West and a chord distance of 145.00 feet; thence along the arc of said curve and along said R.O.W. line a distance of 145.46 feet to the beginning of a curve to the right having a radius of 25.00 feet, a central angle of 84°18'46" and subtended by a chord which bears South 50°24'40" West and a chord distance of 33.56 feet; thence along the arc of said curve a distance of 36.79 feet to a point lying on the Northerly R.O.W. line of Camp Winn Lane; thence North 87°25'57" West and along said R.O.W. line a distance of 62.44 feet to the beginning of a curve to the right having a radius of 220.00 feet, a central angle of 17°00'18" and subtended by a chord which bears North 78°55'48" West and a chord distance of 65.05 feet; thence along the arc of said curve and along said R.O.W. line a distance of 65.29 feet; thence South 19°34'21" West and leaving said R.O.W. line a distance of 60.00 feet to a point lying on the Southerly R.O.W. line of said Camp Winn Lane; thence continue last described course, and leaving said R.O.W. line, a distance of 407.17 feet; thence South 66°02'32" West a distance of 428.13 feet; thence North 22°00'23" West a distance of 556.16 feet; thence North 22°41'39" West a distance of 286.31 feet; thence North 22°06'49" West distance of 410.84 feet to the Point of Beginning.

#### PARCEL VII:

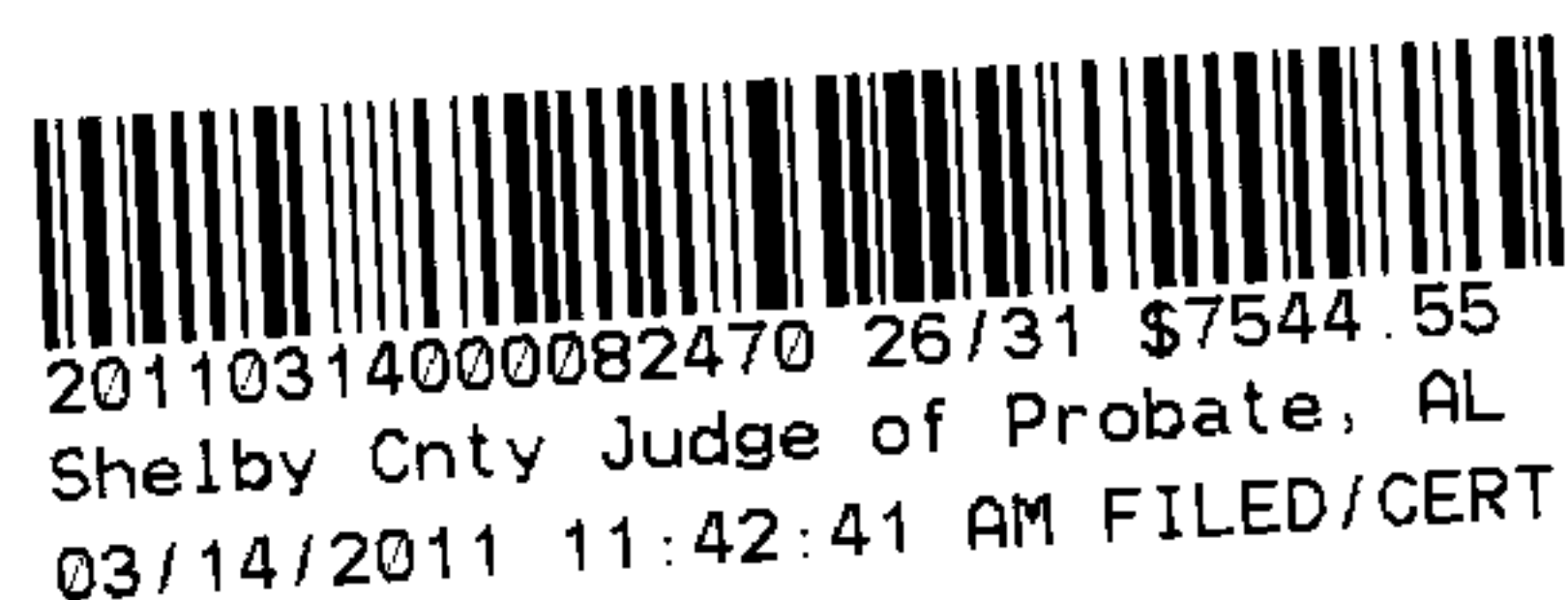
A Parcel of land situated in the East 1/2 of Section 7, Township 22 South, Range 1 West, City of Calera, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW Corner of Lot 41 located in Shelby Springs Farms, Camp Winn, Sector 2, Phase 2 as recorded in Map Book 26, Page 58, said point being the POINT OF BEGINNING; thence South 63°26'41" West, a distance of 218.43 feet; thence North 22°00'23" West, a distance of 238.51 feet; thence North 66°02'32" East, a distance of 205.78 feet; thence South 25°02'13" East, a distance of 228.51 feet to the POINT OF BEGINNING.

#### PARCEL VIII:

A parcel of land in the Southeast Quarter of the Southeast Quarter of Section 1, Township 22 South, Range 2 West and the Southwest Quarter of the Southwest Quarter of Section 6, and the Northwest Quarter of the Northwest Quarter of Section 7, Township 22 South, Range 1 West, being a part of the same land described in a Deed to Shelby Springs Stock Farm, Inc., recorded in Deed Book 207 at Page 305, of the Real Property Records of Shelby County, Alabama, said parcel of land being more particularly described as follows:

Beginning at a 2" pipe, found in a mound of rocks, at the Southeast corner of said Section 1; thence North 88°56'09" West, along the South line of Section 1, a distance of 1136.51 feet to the Southeast right of way of County Highway No. 42; thence North 61°46'52" East, along the Southeast right of way of County Highway No. 42, a distance of 915.37 feet to a concrete right of way marker, found; thence South 28°13'08" East, along the said right of way, a distance of 10.00 feet to the Northwest to a concrete right



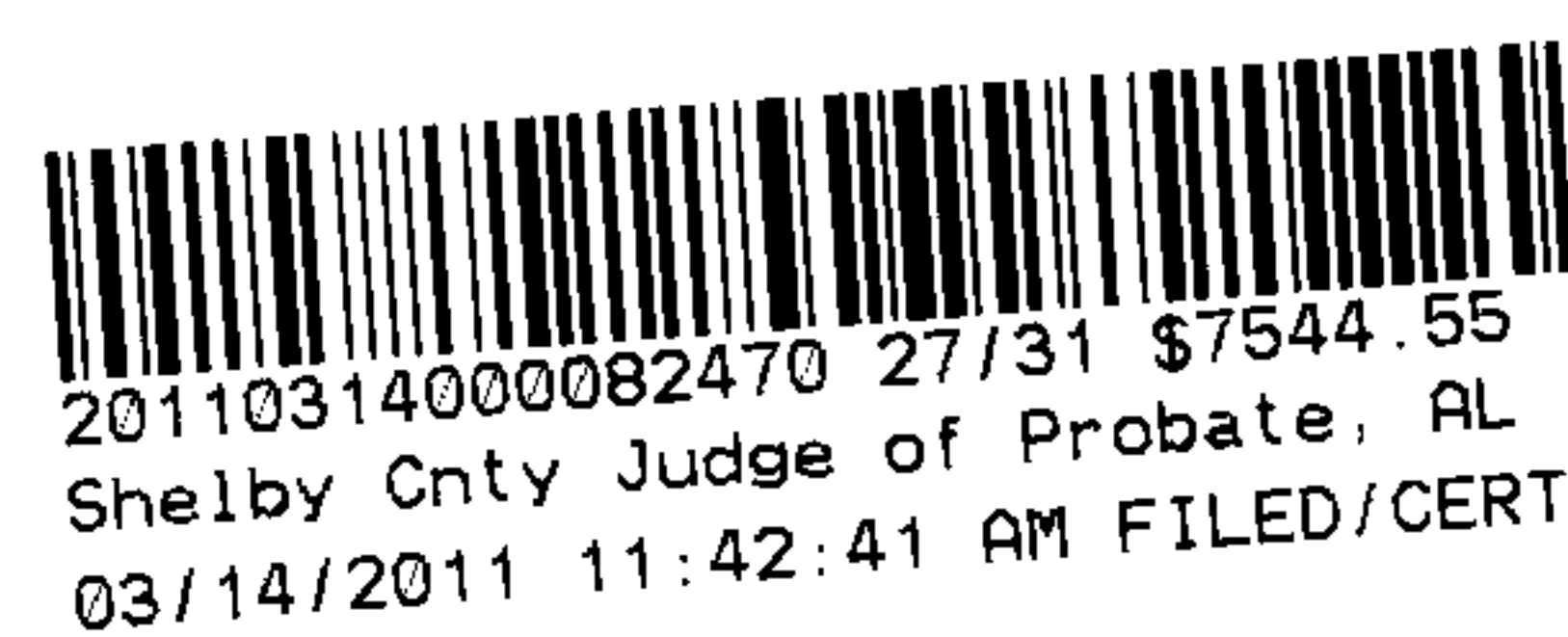


of way marker, found; thence North 61°46'52" East, along said right of way, a distance of 170.60 feet to a point; thence along a curve, to the right, in said right of way, having a radius of 904.95 feet and a chord bearing of North 89°39'45" East, and arc length of 880.74 feet to point; thence North 27°32'21" East, along said right of way, a distance of 10.00 feet to a point; thence along a curve, to the right, in said right of way, having a radius of 914.95 feet and a chord bearing of South 57°51'16" East, and arc length of 146.98 feet to a point; thence South 53°15'09" East, along said right of way, a distance of 151.55 feet to a point; thence South 08°15'09" East, along the right of way flare between Highways 25 and 42, a distance of 98.99 feet to a point; thence South 36°44'53" West, along the Northwest right of way of State Highway No. 25, a distance of 650.18 feet to a concrete right of way marker, found; thence along a curve, to the left, in said right of way, having a radius of 1969.22 feet and arc length of 502.01 feet to a concrete right of way monument, found; thence South 22°08'30" West, along said right of way, a distance of 533.97 feet to a point; thence along a curve, to the right, in said right of way, having a radius of 1791.10 feet, a chord bearing of South 24°33'57" West, and arc length of 151.56 feet to the West line of Section 7; thence North 01°36'21" West, along the West line of the Section 7, a distance of 1316.97 feet to the point of beginning.

#### PARCEL IX:

A parcel of land located in the S 1/2 of Section 5, SE 1/4 of the SE 1/4 of Section 6, NE 1/4 of the NE 1/4 of Section 7 and Section 8, Township 22 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW Corner of the NE 1/4 - NE 1/4 of Section 8 of above said Township and Range; thence South 00°31'48" East along the West line of above mentioned 1/4-1/4, a distance of 134.14 feet to the POINT OF BEGINNING, said point lying in the approximate centerline of Camp Branch Creek; thence continue along the last described course and leaving said centerline, a distance of 2,569.64 feet; thence South 00°15'28" East, a distance of 1,350.44 feet; thence South 88°44'44" West, a distance of 1,317.48 feet; thence North 00°29'39" West, a distance of 1,349.83 feet; thence South 88°43'22" West, a distance of 1,322.16 feet; thence South 01°11'44" West, a distance of 1,136.61 feet; thence South 88°52'08" West, a distance of 256.83 feet; thence North 84°45'12" West, a distance of 385.95 feet; thence North 61°43'27" West, a distance of 141.32 feet; thence North 56°30'07" East, a distance of 146.99 feet; thence North 07°50'13" West, a distance of 327.45 feet to a point, said point lying on the Southerly R.O.W. line of Leary Drive (50' R.O.W.) as recorded in Shelby Springs Farms, Camp Winn, Sector 2, Phase 1, Map Book 26, Page 06; thence North 80°36'43" East and along said R.O.W., a distance of 47.34 feet to a point, said point lying on the Easterly R.O.W. line of the above mentioned Leary Drive; thence North 09°23'17" West and along said R.O.W., a distance of 50.00 feet; thence continue Northerly along the last described course and leaving said R.O.W., a distance of 686.74 feet; thence North 70°51'12" West, a distance of 200.06 feet; thence North 59°41'35" West, a distance of 175.87 feet; thence North 71°46'02" West, a distance of 173.73 feet; thence North 16°13'28" East, a distance of 628.32 feet; thence North 02°00'48" West, a distance of 236.28 feet to a point, said point lying on the Southerly R.O.W. line of Shelby Springs Farms (60' R.O.W.) as recorded in Shelby Springs Farms, Camp Winn, Sector 2, Phase 2, Map Book 26, Page 58; said point also being the beginning of a non tangent curve to the right, having a radius of 270.00 feet; a central angle of 08°39'05", and subtended by a chord which bears South 87°41'15" East, and a chord distance of 40.73; thence along the arc of said curve and said R.O.W., a distance of 40.77 feet; thence South 83°21'43" East and along said R.O.W., a distance of 27.65 feet to a point, said point lying on the Easterly R.O.W. line of the above mentioned Shelby Springs Farms; thence North 06°38'17" East and along said R.O.W., a distance of 60.00 feet; thence North 18°16'09" West and leaving said R.O.W., a distance of 541.53 feet; thence North 58°28'28" West, a distance of 266.68 feet; thence South 88°27'25" East, a distance of 310.53 feet; thence North 15°44'26" East, a distance of 48.33 feet; thence North 45°44'50" West, a distance of 3,271.38 feet; thence North 50°57'28" East, a distance of 620.54 feet; thence North 70°08'02" East, a distance of 294.27 feet;





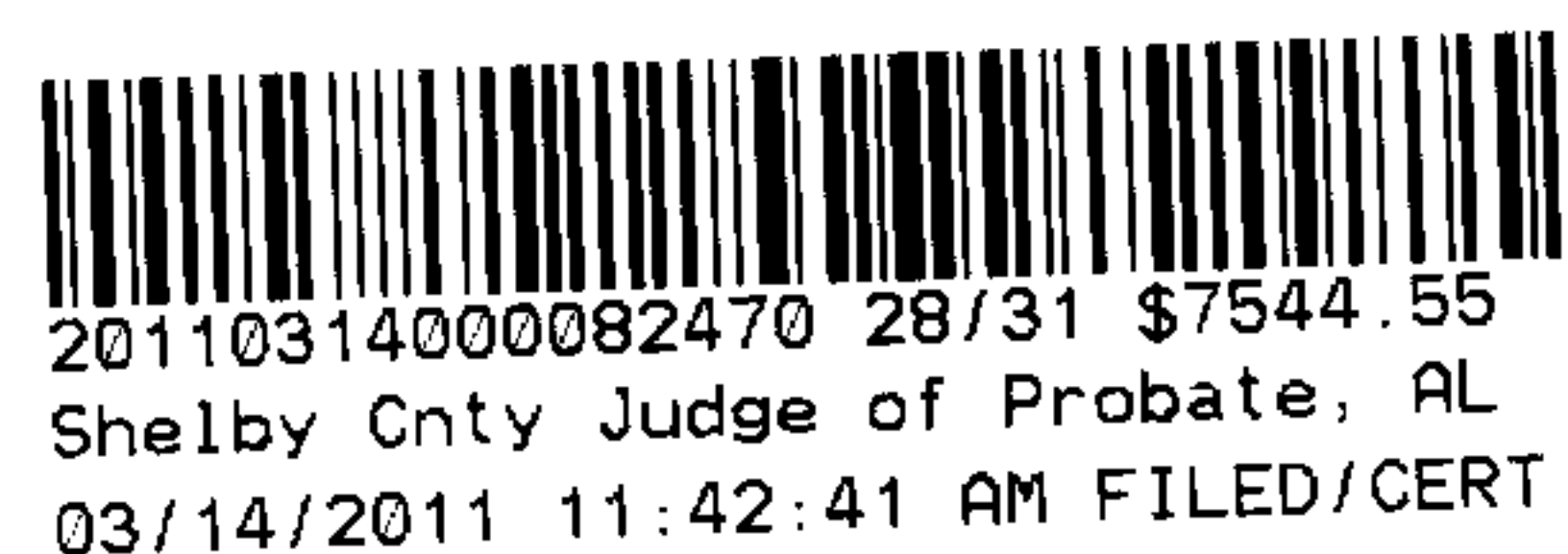
thence North 40°50'18" East, a distance of 100.23 feet to a point, said point being the approximate centerline of Camp Branch Creek; thence South 86°44'08" East and along said centerline, a distance of 137.90 feet; thence South 64°51'22" East and along said centerline, a distance of 192.07 feet; thence South 03°02'19" West and along said centerline, a distance of 125.55 feet; thence South 23°23'22" East and along said centerline, a distance of 66.08 feet; thence South 46°03'53" East and along said centerline, a distance of 199.05 feet; thence South 54°28'20" East and along said centerline, a distance of 300.21 feet; thence South 31°26'59" East and along said centerline, a distance of 59.26 feet; thence South 72°40'51" East and along said centerline, a distance of 135.81 feet; thence South 82°05'02" East and along said centerline, a distance of 142.61 feet; thence South 53°52'43" East and along said centerline, a distance of 130.82 feet; thence South 28°05'44" East and along said centerline, a distance of 25.46 feet; thence South 61°18'09" East and along said centerline, a distance of 468.60 feet; thence South 74°39'10" East and along said centerline, a distance of 70.72 feet; thence North 76°36'15" East and along said centerline, a distance of 312.48 feet; thence South 87°12'49" East and along said centerline, a distance of 201.51 feet; thence North 78°19'18" East and along said centerline, a distance of 199.74 feet; thence South 69°27'44" East and along said centerline, a distance of 83.23 feet; thence South 48°34'46" East and along said centerline, a distance of 153.91 feet; thence South 81°39'00" East and along said centerline, a distance of 284.52 feet; thence South 79°49'32" East and along said centerline, a distance of 127.16 feet; thence North 75°11'45" East and along said centerline, a distance of 109.18 feet; thence South 51°27'51" East and along said centerline, a distance of 508.87 feet; thence South 79°22'02" East and along said centerline, a distance of 277.63 feet; thence North 87°13'54" East and along said centerline, a distance of 275.10 feet; thence South 80°53'55" East and along said centerline, a distance of 279.53 feet; thence South 65°56'43" East and along said centerline, a distance of 319.86 feet; thence South 56°45'03" East and along said centerline, a distance of 475.58 feet; thence South 55°55'51" East and along said centerline, a distance of 393.65 feet to the POINT OF BEGINNING.

Less and except:

Commence at the NW Corner of the NE 1/4 of the NE 1/4 of Section 8 , Township 22 South, Range 1 West, Shelby County, Alabama; thence South 00°31'48" East along the West line of said 1/4-1/4 a distance of 1,103.70 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 1,600.07 feet; thence South 00°15'28" East a distance of 1350.44 feet; thence South 88°44'44" West a distance of 1,317.48 feet; thence North 00°29'39" West a distance of 1,349.83 feet; thence South 88°44'44" West a distance of 1,322.16 feet; thence South 01°11'44" West a distance of 1,136.61 feet; thence South 88°43'22" West a distance of 256.83 feet; thence North 84°45'12" West a distance of 385.95 feet; thence North 61°43'27" West a distance of 141.32 feet; North 56°30'07" East a distance of 146.99 feet; thence North 07°50'13" West a distance of 327.45 feet to a point lying on the Southerly R.O.W line of Leary Drive (50' ROW) as recorded in Shelby Spring Farms Camp Winn, Sector 2, Phase 1, Map Book 26, Page 06 in the Office of the Judge of Probate, Shelby County, Alabama; thence North 80°36'43" East and along said right of way a distance of 47.34 feet to a point lying on the Easterly R.O.W. line of said Leary Drive; thence North 09°23'17" West and along said right of way a distance of 50.00 feet; thence continue Northerly along the last described course and leaving said right of way line a distance of 686.74 feet; thence North 70°51'12" West a distance of 200.06 feet; thence North 59°41'35" West a distance of 175.87 feet; thence North 71°46'02" West a distance of 173.73 feet; thence North 16°13'28" East a distance of 628.32 feet; thence North 78°43'59" East a distance of 3818.45 feet to the POINT OF BEGINNING.

PARCEL X:

Commence at the NW Corner of the NE 1/4 of the NE 1/4 of Section 8 , Township 22 South, Range 1 West, Shelby County, Alabama; thence South 00°31'48" East along the West line of said 1/4-1/4 a distance of 1,103.70 feet to the POINT OF BEGINNING; thence continue along the last described course





a distance of 1,600.07 feet; thence South 00°15'28" East a distance of 1350.44 feet; thence South 88°44'44" West a distance of 1,317.48 feet; thence North 00°29'39" West a distance of 1,349.83 feet; thence South 88°44'44" West a distance of 1,322.16 feet; thence South 01°11'44" West a distance of 1,136.61 feet; thence South 88°43'22" West a distance of 256.83 feet; thence North 84°45'12" West a distance of 385.95 feet; thence North 61°43'27" West a distance of 141.32 feet; North 56°30'07" East a distance of 146.99 feet; thence North 07°50'13" West a distance of 327.45 feet to a point lying on the Southerly R.O.W line of Leary Drive (50' ROW) as recorded in Shelby Spring Farms Camp Winn, Sector 2, Phase 1, Map Book 26, Page 06 in the Office of the Judge of Probate, Shelby County, Alabama; thence North 80°36'43" East and along said right of way a distance of 47.34 feet to a point lying on the Easterly R.O.W. line of said Leary Drive; thence North 09°23'17" West and along said right of way a distance of 50.00 feet; thence continue Northerly along the last described course and leaving said right of way line a distance of 686.74 feet; thence North 70°51'12" West a distance of 200.06 feet; thence North 59°41'35" West a distance of 175.87 feet; thence North 71°46'02" West a distance of 173.73 feet; thence North 16°13'28" East a distance of 628.32 feet; thence North 78°43'59" East a distance of 3818.45 feet to the POINT OF BEGINNING.

PARCEL XI:

A parcel of land in the Southeast Quarter of the Northwest Quarter and the North half of the Southeast Quarter of Section 12, Township 22 South, Range 2 West, being a part of the same land described in a Deed to Shelby Springs Stock Farm, Inc., recorded in Deed Book 207 at Page 305, of the Real Property Records of Shelby County, Alabama. Said parcel of land being more particularly described as follows:

Commencing at a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165", at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 12; thence South 89°00'53" East, along the South line of the Northwest Quarter of the Southeast Quarter of Section 12, a distance of 82.67 feet to the Southeast right of way of County Highway No. 25, and the point of beginning; thence South 89°00'53" East, along the South line of the Northwest Quarter of the Southeast Quarter of Section 12, a distance of 709.40 feet to the Northwest right of way of The Norfolk Southern Railroad; thence North 36°45'36" East, along said right of way, a distance of 2719.94 feet to a point on the Southeast right of way of State Highway No. 25; thence along a curve, to the right, in said right of way, having a radius of 1871.10 feet, a chord bearing of South 45°25'02" West, and arc length of 172.56 feet to a point; thence South 48°03'33" West, along said right of way, a distance of 1798.25 feet to a concrete right of way monument, found; thence along a curve, to the left, in said right of way, having a radius of 17065.16 feet and arc length of 986.94 feet to a point; thence South 44°44'44" West, along said right of way, a distance of 230.11 feet to the point of beginning.

PARCEL XII:

Lots 21-A and 21, according to the Survey of Shelby Spring Farms Lakeland, Sector 1, as recorded in Map Book 24, Page 134, in the Office of the Judge of Probate of Shelby County Alabama.

PARCEL XIII:

Lots 30 and 31, according to the Survey of Shelby Spring Farms Camp Winn, Sector 1, as recorded in Map Book 24, Page 133, in the Office of the Judge of Probate of Shelby County Alabama.

PARCEL XIV:

Lots 32, 33 and 34, according to the Survey of Shelby Spring Farms Camp Winn, Sector 2, as recorded in Map Book 26, Page 6, in the Office of the Judge of Probate of Shelby County Alabama.

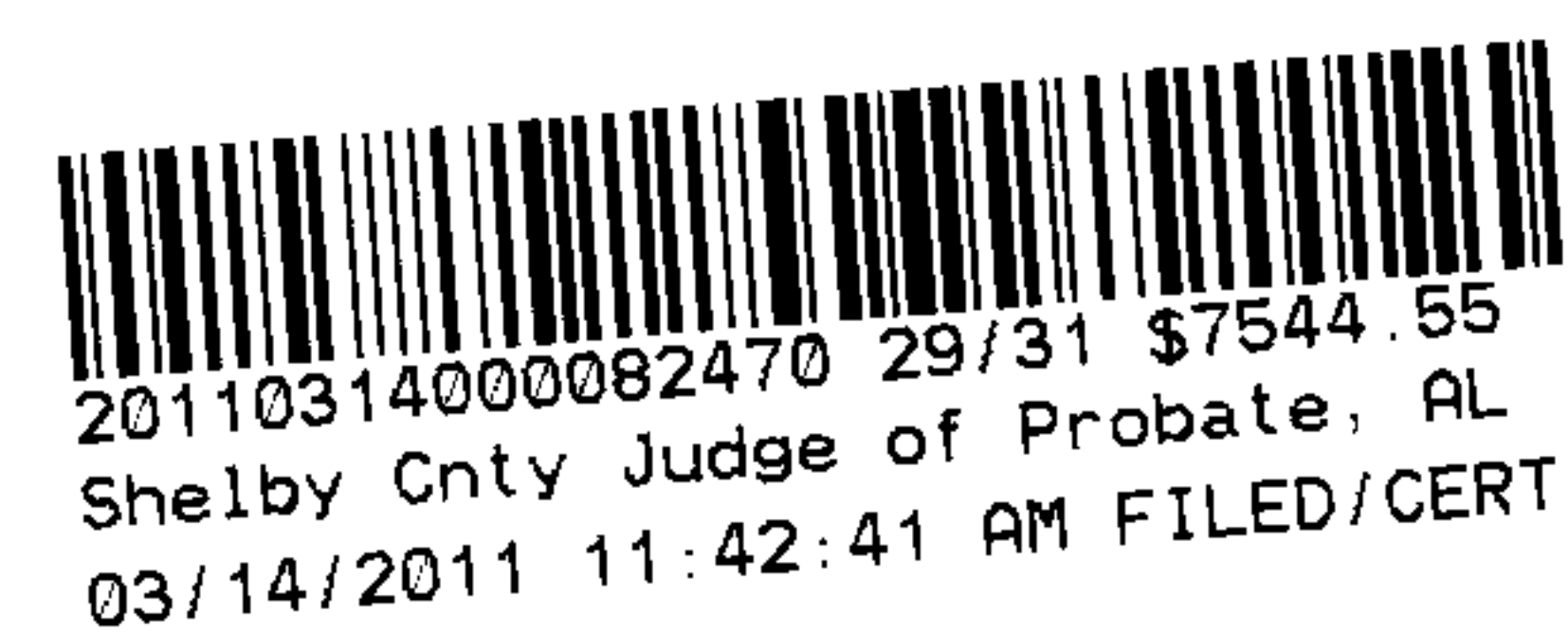




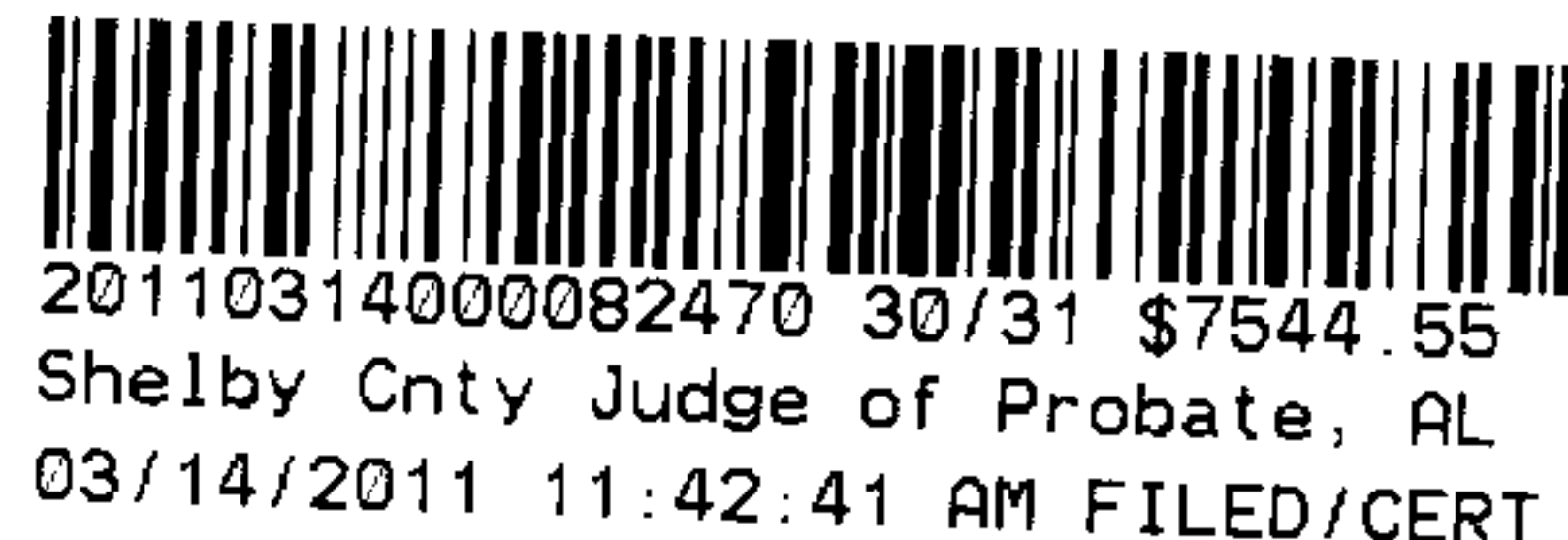
Exhibit B

to

Mortgage and Security Agreement  
between  
Timberline Investments, LLC and Bryant Bank

Permitted Encumbrances

1. Taxes for the year 2011 not yet due and payable.
2. Restriction and reservations as set out in Deed into Timberline Investments, LLC recorded in Instrument 2006082400041660, in the Probate Office of Shelby County, Alabama.
3. Transmission Line Permit to Alabama Power Company as shown by Instrument recorded in Deed Book 323, Page 131, Deed Book 219, Page 75, Deed Book 99, Page 384, Deed Book 177, Page 501, Deed Book 161, Page 124, Deed Book 257, Page 174, in Probate Office of Shelby County, Alabama.
4. Easement to South Central Bell as shown by Instrument recorded in Deed Book 311, Page 435; Real 168, Page 563 and Real Book 257, Page 174, in Probate Office of Shelby County, Alabama.
5. Easement to Alabama Power Company as shown by instrument recorded in Instrument 2002-6355, Instrument 1995-7104, Instrument 1999-22198 and Instrument 20090312000091300, in Probate Office of Shelby County, Alabama.
6. 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 34, Page 130, Deed Book 239, Page 526, Deed Book 271, Page 918, Real 34, Page 917 corrected in Real 37, Page 593, Real 240, Page 935 and in Instrument 1995-18935 in Probate Office of Shelby County, Alabama.
7. Right of Way granted to Shelby County by instrument recorded in Deed Book 234, Page 628 and Real 233, Page 801, in Probate Office of Shelby County, Alabama.
8. Rights acquired by Heart of Dixie Railroad Museum, Inc. by and through Deed Book 14, Page 376, Deed Book 15, Page 461 and Real 162, Page 864 in Probate Office of Shelby County, Alabama.
9. Easement for Ingress and Egress as recorded in Deed Book 310, Page 31, Deed Book 305, Page 579, Map Book 11, Page 26, in Probate Office of Shelby County, Alabama.





10. Terms and conditions of the unrecorded Railroad Crossing Permit dated August 21, 2001 by and between Heart of Dixie Railroad Museum, LLC and Golf Course Realty Development, LLC commemorated by the Memorandum of Railroad Crossing Permit dated August 21, 2001 recorded as Instrument 2001-40363, as assigned to Timberline Golf Club, LLC by Instrument 20031202000780030 in the Probate Office of Shelby County, Alabama.
11. Easement for ingress and egress as recorded in Instrument 1998-50403 and Instrument 2000-38325, in the Probate Office of Shelby County, Alabama.
12. Restrictions as set out in Instrument 1999-49453 Instrument 1999-6445, Instrument 1999-6446, Instrument 1999-36840, Instrument 1998-50314 amended by Instrument 1999/4858, Instrument 2000-1582; Instrument 2000-38324 and Instrument 20030321000171160, in the Probate Office of Shelby County, Alabama.
13. Right of Way to Gulf States Paper Company as recorded in Instrument 1998-8297, in the Probate Office of Shelby County, Alabama.
14. Right of Way to State of Alabama as recorded in Real 121, Page 789, in the Probate Office of Shelby County, Alabama.

