


PREPARED BY AND WHEN RECORDED RETURN TO:

Matthew I. Goforth
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Birmingham, AL 35209

State of Alabama
Shelby County


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Shelby Cnty Judge of Probate, AL
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MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement (the "Mortgage"), dated April 2, 2012, between DOUBLE MOUNTAIN, LLC, an Alabama limited liability company whose mailing address is c/o Sirote & Permutt, P.C., 2311 Highland Avenue South, Birmingham, AL 35205 (Attention: Brad Sklar), (hereinafter "Mortgagor") and DOUBLE OAK WATER RECLAMATION, LLC, the address of which is 850 Shades Creek Parkway, Birmingham, Alabama 35209 (hereinafter "Mortgagee").

WITNESSETH:

MORTGAGOR HEREBY IRREVOCABLY GRANTS, TRANSFERS, ASSIGNS AND CONVEYS TO MORTGAGEE WITH WARRANTY COVENANTS:

All that certain property and all buildings and all other improvements now thereon or hereafter constructed thereon situated in the County of Shelby, State of Alabama, described in Exhibit "A" attached hereto and made a part hereof by reference, (the "Premises");

TOGETHER WITH all of the following which, with the Premises, are herein collectively called the "Mortgaged Property":

- (a) All appurtenances and all estate and rights of Mortgagor in and to the Premises;
- (b) All water and water rights, ditch and ditch rights, reservoir and reservoir rights, stock or interests in irrigation or ditch companies, royalties, minerals, oil and gas rights, lease or leasehold interests owned by Mortgagor, now or hereafter used or useful in connection with, appurtenant to or related to the Premises;
- (c) All right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed, and all easements and rights of way, public or private, now or hereafter used in connection with the Premises;
- (d) All improvements, fixtures, equipment, furniture and other articles of personal property, and all rights therein, now owned or hereafter acquired by Mortgagor and affixed to, placed upon or used in connection with the Premises, and all replacements thereof and substitutions therefor (as further described in paragraph A.7); and
- (e) All awards, payments or other amounts, including interest thereon, which may be made with respect to the Mortgaged Property as a result of injury to or decrease in the value of the Mortgaged Property or as a result of the exercise of the power of condemnation or eminent domain.
- (f) All rights to the rents, issues and profits of the Mortgaged Property (provided, however, that the Mortgagor shall be entitled to the collect and retain the above until a Default has occurred hereunder).

FOR THE PURPOSE OF SECURING, in such order of priority as Mortgagee may elect, the

full and prompt payment, observance and performance when due, of all present and future obligations of Mortgagor to Mortgagee, whether now or hereafter existing, or due or to become due, pursuant to the following:

(a) Obligations under Settlement Agreement. Payment of any and all amounts owed by Mortgagor under, in connection with and/or pursuant to that certain Settlement Agreement executed by and between Mortgagor and Mortgagee of even date herewith, which has a maximum principal face amount, pursuant to the terms and conditions set forth in the same, of Two Million Six Hundred Four Thousand and no/100 Dollars (\$2,604,000.00) (the "Settlement Agreement"), with a fixed rate of interest thereon according to the provisions of said Settlement Agreement, and all obligations of Mortgagor under, in connection with and/or pursuant to this Mortgage granted by Mortgagor as security for payment of the foregoing indebtedness; and

(b) All Sums in Connection with Settlement Agreement and Mortgage. All sums advanced or expenses or costs paid or incurred (including without limitation reasonable attorneys' fees and other legal expenses) by Mortgagee pursuant to or in connection with the enforcement of the Settlement Agreement or this Mortgage, plus any interest on such sums, expenses or costs; and

(c) Any Changes to Settlement Agreement. Any extensions, amendments, modifications, changes, substitutions, restatements, renewals or increases or decreases to the Settlement Agreement and all other indebtedness secured by this Mortgage.

This Mortgage shall secure all of such obligations up to the maximum principal amount of Two Million, Six Hundred Four Thousand and no/100 Dollars (\$2,604,000.00) and such amount may be advanced and repaid in whole or in part without affecting the existence or priority of the lien of this Mortgage and this total shall limit only the total amount of principal which may be secured by this Mortgage at any one time.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use and benefit of Mortgagee and the successors, successors-in-title and assigns of Mortgagee, forever; and Mortgagor covenants that Mortgagor is lawfully seized and possessed of the Premises as aforesaid and has good right to convey the same, that the same are unencumbered, and Mortgagor does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

PROVIDED, HOWEVER, that should the obligations secured by this Mortgage be paid according to the tenor and effect thereof when the same shall become due and payable as provided for in the Settlement Agreement (hereinafter sometimes referred to as the "Credit Documents"), and should perform all covenants contained in the Credit Documents in a timely manner, then this Mortgage shall be simultaneously cancelled and released.

The property being conveyed is not the homestead of the Mortgagor.

A. PROVISIONS RELATING TO THE MORTGAGED PROPERTY

A.1 Taxes and Governmental Claims and Other Liens. Mortgagor agrees to pay or cause to be paid, prior to the date they would become delinquent if not paid, all taxes, assessments and governmental charges whatsoever levied upon or assessed or charged against the Mortgaged Property, including, without limitation, all water and sewer taxes, assessments and other charges, taxes, impositions and rents, if any, but exclusive of any such charges made or invoices by Mortgagee. Mortgagor shall give to Mortgagee a receipt or receipts, or certified copies thereof, evidencing every such payment by Mortgagor, not later than forty-five (45) days after such payment is made but not later than forty-five (45) days after such payment would become delinquent if not paid. Mortgagor also agrees to promptly and faithfully pay, satisfy, and obtain the release of all other claims, liens, encumbrances, and contracts, affecting or purporting to affect the title to, or which may be or appear to be liens on, the Mortgaged Property or any part thereof, and all costs, charges, interest and penalties on account thereof, including, without limitation, the claims of all persons supplying labor or materials

to the Mortgaged Property and to give Mortgagee, upon demand, evidence satisfactory to Mortgagee of the payment, satisfaction or release thereof.

A.2 Insurance. Mortgagor agrees to keep public liability insurance, in such form, amount and with such companies as Mortgagee may from time to time require, naming Mortgagee as an additional insured. The policy or policies evidencing all insurance referred to in this paragraph and receipts for the payments of premiums thereon shall be delivered to and held by Mortgagee. All such insurance policies shall contain a provision requiring at least thirty (30) days notice to Mortgagee prior to any cancellation or modification. Mortgagor shall give Mortgagee satisfactory evidence of renewal of all such policies with premiums paid at least thirty (30) days before expiration. Mortgagor agrees to pay all premiums on such insurance as they become due, and will not permit any condition to exist on or with respect to the Mortgaged Property which would wholly or partially invalidate any insurance thereon. Mortgagee shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any such insurance, incur any liability for the form or legal sufficiency or absence of insurance contracts, solvency of insurers, or payment of losses, and Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, thereunder. Effective upon any default hereunder, all of Mortgagor's right, title and interest in and to all such policies and any unearned premiums paid thereon are hereby assigned to Mortgagee, which shall have the right, but not the obligation, to assign the same to any purchaser of the Mortgaged Property at any foreclosure sale or other disposition thereof.

A.3 Condemnation and Other Awards. If the Mortgaged Property or any part thereof is taken or diminished in value, or if a consent settlement is entered, by or under threat of such proceeding, the award or settlement payable to Mortgagor by virtue of its interest in the Mortgaged Property shall be, and by these presents is, assigned, transferred and set over unto, and to be held by Mortgagee subject to the lien and security interest of this Mortgage, and disbursed at Mortgagee's option, (a) to hold all or any portion of such proceeds to be used to reimburse Mortgagor for the costs of reconstruction or repair of the Mortgaged Property, or (b) to apply all or any portion of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due. In the event Mortgagee elects to require repair, restoration or rebuilding as provided herein, Mortgagor shall deposit with Mortgagee any funds which may be required for such repair, restoration or rebuilding in excess of the net funds received in respect of the taking or diminution in value, which funds shall be deposited with Mortgagee and held and disbursed by Mortgagee, together with the net funds received in respect of the taking or diminution in value, in accordance with usual practices of Mortgagee or other lenders making construction loans. In the event Mortgagee elects to require repair, restoration or rebuilding hereunder, within thirty (30) days after notice to Mortgagor of such election Mortgagor shall deliver to Mortgagee plans and specifications for such rebuilding, restoration or repair acceptable to Mortgagee, which acceptance shall be evidenced by Mortgagee's written consent thereto, and Mortgagor shall thereafter commence the rebuilding, restoration or repair and complete same, all in substantial accordance with the plans and specifications, within four (4) months after the date of the taking or diminution in value. In the event Mortgagee elects to require rebuilding, restoration or repair hereunder and Mortgagor fails to comply with the requirements of this Mortgage with respect thereto, Mortgagee may accelerate payment of the indebtedness secured hereby and demand immediate payment of all of such indebtedness, and may apply the net funds received in respect of the taking or diminution in value to the payment of such indebtedness. If the proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall be in such order as Mortgagee may determine and, if after so applying such proceeds Mortgagee reasonably determines the remaining security to be inadequate to secure the remaining indebtedness, Mortgagor shall upon written demand from Mortgagee prepay on principal such an amount as will reduce the remaining indebtedness to a balance for which adequate security is present.

A.4 Condition of Mortgaged Property.

(a) Mortgagor agrees to keep the Mortgaged Property in commercially reasonable condition and repair. Without the prior written consent of Mortgagee, Mortgagor agrees not to cause or permit any building or improvement which constitutes a part of the Premises to be removed, demolished or structurally altered, in whole or in part, or any fixture or article of personal property which constitutes a portion

of the Mortgaged Property to be removed (other than in the ordinary course of Mortgagor's business), damaged or destroyed. Mortgagor agrees (i) not to permit any lien of mechanics or materialmen to attach to the Mortgaged Property, provided, however, that the filing of any such lien shall not constitute a default hereunder if Mortgagor shall provide an adequate bond with respect to any such lien, in accordance with applicable law or shall provide indemnification with respect to such lien with security therefor acceptable to Mortgagee in Mortgagee's sole discretion; (ii) to comply with all laws, ordinances, regulations or governmental orders affecting the Mortgaged Property or requiring any alterations or improvements thereto; (iii) not to commit, suffer or permit any act with respect to the Mortgaged Property in violation of law or of any covenants, prior encumbrances, conditions or restrictions affecting the Mortgaged Property; (iv) to perform all obligations and pay all amounts as and when required to protect Mortgagor's interest in the Premises; and (v) to do any other act or acts, all in a timely and proper manner which from the character or use of the Mortgaged Property may be reasonably necessary to protect and preserve the value of the Mortgaged Property.

(b) Mortgagee may, during normal business hours and upon reasonable notice to Mortgagor, enter and inspect or protect the Mortgaged Property, in person or by agent, in such manner and to such extent as it may deem necessary. In the event that Mortgagor fails to maintain the Mortgaged Property in the manner specified herein, Mortgagee may, at its option, undertake such repairs or maintenance, for the account of Mortgagor, as Mortgagee deems necessary. The cost of any such repairs or maintenance undertaken by Mortgagee shall become immediately due and payable by Mortgagor to Mortgagee and Mortgagee shall be reimbursed therefor in accordance with the provisions of Paragraph B.2 hereof. The right of Mortgagee to undertake such repairs or maintenance shall be optional, shall not impose any duties on Mortgagee, and shall not be deemed to cure any Default under this Mortgage for failure to maintain the Mortgaged Property in accordance with the covenants herein.

A.5 Alterations and Additions. Mortgagor agrees that, as to any alteration, addition, construction or improvement to be made upon the Premises, all plans and specifications therefor shall be prepared by or on behalf of Mortgagor and shall be subject to Mortgagee's written approval in advance of the commencement of work; once commenced, all work thereunder shall be prosecuted with due diligence; all construction thereof will be in substantial accordance with the plans and specifications so approved and will comply with all laws, ordinances or regulations made or promulgated by any governmental agency or other lawful authority and with the rules of the applicable Board of Fire Underwriters. Should Mortgagor at any time fail to comply with any notice or demand by any governmental agency, which alleges a failure to comply with any such plan, specification, law, ordinance or regulation, such failure shall, at Mortgagee's option, constitute a default hereunder.

A.6 Status of Title. Mortgagor represents and warrants that it is the lawful owner of the Mortgaged Property in fee simple, subject to no liens or encumbrances, except for the matters set forth in Exhibit "B" (the "Exceptions"). Mortgagor represents and warrants that it has full right, power and authority to convey and mortgage the Mortgaged Property and to execute this Mortgage. Mortgagor also agrees to protect, preserve and defend its interest in the Mortgaged Property and title thereto, including full performance of any prior claim or lien; to appear and defend this Mortgage in any action or proceeding affecting or purporting to affect the Mortgaged Property, the lien of this Mortgage thereon or any of the rights of Mortgagee hereunder, and to pay all costs and expenses incurred by Mortgagee in connection with any such action or proceeding, including, without limitation, reasonable attorneys' fees, whether any such action or proceeding progresses to judgment and whether brought by or against Mortgagee, Mortgagor, or the Mortgaged Property. Mortgagee shall be reimbursed for any such costs and expenses in accordance with the provisions of Paragraph B.2 hereof. Mortgagee may, but shall not be under any obligation to, appear or intervene in any such action or proceeding and retain counsel therein and defend the same or otherwise take such action therein as it may deem advisable or may settle or compromise the same and, for any of such purposes, may expend and advance such sums of money as it may deem necessary, and Mortgagee shall be reimbursed therefor in accordance with the provisions of Paragraph B.2 hereof.

A.7 Personal Property Security Interest.

(a) This Mortgage shall cover, and Mortgagor hereby grants to Mortgagee a security interest in, all property now or hereafter affixed or attached or incorporated upon the Mortgaged Property including without limitation all furnaces, heating equipment, air conditioners, fans, water heaters, pipes, ducts, wiring and electrical fixtures, conduits, plumbing, sinks, partitions, restroom fixtures, light fixtures, windows and window coverings, and floor, ceiling and wall coverings, and all replacements thereof and substitutions therefor, which, to the fullest extent permitted by law shall be deemed fixtures and a part of the real property. In addition, this Mortgage shall cover, and Mortgagor hereby grants to Mortgagee a security interest in: (i) all building materials, fixtures, equipment and other personal property to be incorporated into any improvements constructed on the Premises; (ii) all interest of Mortgagor in all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishing and other personal property which are now or hereafter affixed to, placed upon or used in connection with, the Premises, and all replacements thereof, and substitutions therefor; (iii) all interest of Mortgagor in all rents, issues and profits, as well as the fees, charges, accounts, or other payments for the use or occupancy of rooms and other public facilities, and all accounts, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, tradenames, trademarks and service marks, arising from or related to the Premises and any other business conducted on the Premises; (iv) all of Mortgagor's interest in and rights pursuant to any franchise or licensing agreement or other similar agreement with respect to the Premises but only to the extent such grant does not violate any such agreement; and (v) all books, records and files relating to, any of the foregoing. The security interests hereby granted are first and prior liens on the property described. To the extent any property covered by this Mortgage consists of rights in action or personal property covered by the Uniform Commercial Code, this Mortgage constitutes a Security Agreement and is intended to create a security interest in such property in favor of Mortgagee. This Mortgage shall be self-operative with respect to such property, but Mortgagor agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Mortgagee may request in order to manifest or perfect the lien hereof more specifically upon any of such property. If the lien of this Mortgage on any property is subject to a prior security agreement covering such property, then in the event of any default hereunder, all the right, title and interest of Mortgagor in and to any and all deposits made in connection with the transaction whereby such prior security agreement was made is hereby assigned to Mortgagee, together with the benefit of any payments now or hereafter made in connection with such transactions.

(b) Mortgagor agrees that all property of every nature and description, whether real or personal covered by this Mortgage, together with all personal property covered by any separate security interests granted to Mortgagee, are encumbered as one unit, and that upon default by Mortgagor under the Settlement Agreement, or under this Mortgage or any security agreement given pursuant to this paragraph, this Mortgage and such security interest, at Mortgagee's option, may be foreclosed and the security sold in the same proceedings, and all of the Premises (both realty and personalty) may, at Mortgagee's option, be sold as such in one unit as a going business. The filing of any financing statement relating to any personal property or rights or interest generally or specifically described herein shall not be construed to diminish or alter any of Mortgagee's rights or priorities hereunder.

A.8 Severability. Should any term, provision, covenant or condition of this Mortgage be held to be void or invalid, the same shall not affect any other term, provision, covenant or condition of this Mortgage, but the remainder hereof shall be effective as though such term, provision, covenant or condition had not been contained herein.

A.9 Usury Disclaimer. Any provision contained herein or in the Settlement Agreement or in any other instrument now or hereafter evidencing, securing or otherwise relating to any indebtedness secured by this Mortgage to the contrary notwithstanding, neither Mortgagee nor the holder of any such indebtedness shall be entitled to receive or collect, nor shall Mortgagor be obligated to pay, interest on any of the secured indebtedness in excess of the maximum rate of interest at the particular time in question, if any, which, under applicable law, Mortgagee is then permitted to charge Mortgagor (herein the "Maximum Rate") provided that the Maximum Rate shall be automatically increased or decreased as the case may be, without notice to Mortgagor from time to time as of the effective time of each change in the Maximum Rate, and if any provision herein or in the Settlement Agreement or in such other instrument shall ever be construed or held to permit the

collection or to require the payment of any amount of interest in excess of that permitted by applicable law, the provisions of this Paragraph A.9 shall control and shall override any contrary or inconsistent provision herein or in the Settlement Agreement or in such other instrument. The intention of the parties being to conform strictly to the usury limitations under applicable law, the Settlement Agreement, this Mortgage, and each other instrument now or hereafter evidencing or relating to any indebtedness secured by this Mortgage shall be held subject to reduction to the maximum amount allowed under said applicable law as now or hereafter construed by the courts having jurisdiction, and any payment by Mortgagor over the Maximum Rate shall be applied to reduce the principal amount due and owing to Mortgagee.

A.10 Impounds. Intentionally deleted.

A.11 Environmental Representations and Warranties. Mortgagor represents and warrants to Mortgagee that, to the actual knowledge of Mortgagor, without independent inquiry: (a) during the period of Mortgagor's ownership of the Mortgaged Property, Mortgagor has not undertaken nor permitted (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any occupant of the Mortgaged Property in violation of applicable federal, state, and local laws, regulations and ordinances, or (ii) there has been no actual or threatened litigation or claims of any kind by any person or entity relating to such matters; and (b) during the term of this Mortgage, except as previously disclosed to and acknowledged by Mortgagor in writing, neither Mortgagor nor any tenant, contractor, agent, or other authorized user of the Mortgaged Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Mortgaged Property in violation of all applicable federal, state, and local laws, regulations and ordinances. Mortgagor, at any time during usual business hours, authorizes Mortgagee and its agents to enter upon the Mortgaged Property to make such inspections and tests, including, without limitation, intrusive tests, at Mortgagor's expense, as Mortgagee may deem appropriate to determine compliance with this section of the Mortgage and the absence of any hazardous waste or hazardous substance on or near the Mortgaged Property. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee. Mortgagor hereby (a) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs associated therewith, and (b) agrees to indemnify and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses, which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release, or threatened release occurring prior to Mortgagor's ownership or interest in the Mortgaged Property, whether or not the same was or should have been known to Mortgagor. The provisions of this paragraph of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness secured herein and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Mortgaged Property, whether by foreclosure or otherwise. The terms "hazardous waste," "disposal," "release," and "threatened release," as used in this Mortgage shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA") the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation Act, 49 U.S.C. Section 6901 et seq., as amended, or other applicable state or federal laws, rules or regulations adopted pursuant to any of the foregoing. The term "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products and asbestos.

A.12 Time of the Essence. Time of each payment and performance of each of Mortgagor's obligations pursuant to the Settlement Agreement, this Mortgage, and each other instrument or obligation of Mortgagor secured by this Mortgage or given in connection with this Mortgage is specifically declared to be of the essence.

B. GENERAL PROVISIONS.

B.1 Non-Waiver. Mortgagee's acceptance of any sum after the same is due shall not constitute a

waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a Default as herein provided. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and Mortgagor's failure to pay said entire sum then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid, and Mortgagee shall be at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, entitled to exercise all rights in this Mortgage conferred upon Mortgagee, upon the occurrence of a default, and the right to proceed with a sale under any notice of default and election to sell shall in no way be impaired, whether any of such amounts are received prior or subsequent to such notice. Consent by Mortgagee to any transaction or action which is subject to consent or approval of Mortgagee hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive transactions or actions.

B.2 Substitute Performance by Mortgagee. Should Mortgagor fail to pay or perform when required hereunder any obligation of Mortgagor hereunder, or if any action or proceeding is commenced which affects the Mortgaged Property or title thereto or the interest of Mortgagee therein, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving bankruptcy, insolvency or reorganization, Mortgagee may, but shall not be obligated to, without regard to the adequacy of its security and without prejudice to its right to declare a Default hereunder, make such appearances, disburse such sums or take such actions as Mortgagee reasonably deems necessary to protect Mortgagee's interest, including, but not limited to disbursement of attorneys' fees and entry upon the Mortgaged Property to make repairs without notice or demand to or upon Mortgagor. Mortgagor hereby grants to Mortgagee an easement to enter upon the Property at any time, which easement shall continue for the duration of this Mortgage. The payment by Mortgagee of any delinquent tax, assessment or governmental charge, or any lien or encumbrance which Mortgagee in good faith believes may be prior to the lien of this Mortgage, or any insurance premium for insurance which Mortgagor is obligated to provide hereunder but which Mortgagee in good faith believes has not been supplied, shall be conclusive between Mortgagor and Mortgagee as to the propriety and amount so paid. Mortgagee shall be subrogated to all rights, equities and liens discharged by any such expenditure. After any Default hereunder and whether or not any action is instituted to enforce any provision of this Mortgage or the Settlement Agreement, Mortgagor promises to pay to Mortgagee, as incurred, all reasonable sums incurred by Mortgagee for attorneys' fees and costs to enforce this Mortgage or the Settlement Agreement or to defend any claims arising from this Mortgage or the Settlement Agreement. Any amounts so paid pursuant to this Paragraph B.2, or the cost of such performance, together with all costs and expenses incurred by Mortgagee in connection with such payment or performance, and any amounts for which Mortgagor is specifically obligated to reimburse Mortgagee pursuant to provisions hereof, including reasonable attorneys' fees and interest on all such amounts at the default rate, as described in the Settlement Agreement, from the date paid by Mortgagee until repaid to Mortgagee, shall be payable by Mortgagor to Mortgagee immediately upon notice to Mortgagor of the amount owing, without further demand, shall be secured by this Mortgage and shall be added to the judgment in any suit brought by Mortgagee against Mortgagor. Failure to pay any such amount within ten (10) days after notice to Mortgagor of the amount owing shall constitute a Default hereunder and Mortgagee may, at its option, accelerate and demand full payment of all amounts secured hereby.

B.3 Powers of Mortgagee. At any time or from time to time, without liability therefor and without notice, without affecting the personal liability of any person or entity for the payment of the indebtedness secured hereby and without affecting the lien of this Mortgage upon the Mortgaged Property for the full amount of all amounts secured hereby, Mortgagee may (a) release all or any part of the Mortgaged Property, (b) consent to the making of any map or plat thereof, (c) join in granting any easement thereon or in creating any covenants or conditions restricting use or occupancy thereof, or (d) join in any extension agreement or in any agreement subordinating the lien or charge hereof.

B.4 Certain Definitions. The term "Mortgagee" means the original Mortgagee hereunder, its successors or assigns, and any future owner and holder, including pledgee, of the Settlement Agreement. All obligations of each Mortgagor hereunder are joint and several, and this Mortgage in all its parts applies to and

binds the heirs, personal representatives, administrators, executors, successors and assigns of all and each of the parties hereto. If Mortgagor is two or more entities or persons, the term "Mortgagor" as used herein shall refer to them collectively, as well as individually.

B.5 Intentionally deleted.

B.6 Amendment. No alteration, amendment or waiver of this Mortgage, or the Settlement Agreement shall be effective unless in writing and signed by the parties sought to be charged or bound thereby.

B.7 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

B.8 Statement Fee. Intentionally deleted.

B.9 Notices.

(a) All notices required or permitted to be given hereunder shall be delivered in person or by United States mail, postage prepaid, registered or certified with return receipt requested or as otherwise provided for in the Settlement Agreement. If any written notice is mailed, it shall be deemed effective on the earlier of actual receipt or on the third (3rd) calendar day following the date of mailing. Notice given in person shall be effective only if, and when, received. The addresses of the parties for delivery of notices shall be the addresses set forth above.

(b) Any party may change its address for notice hereunder to any other location within the continental United States by giving ten (10) days notice to other parties in the manner set forth above.

B.10 Representations and Warranties of Mortgagor. Mortgagor hereby represents and warrants as follows:

(a) To its actual knowledge, without independent inquiry, that this Mortgage, the Settlement Agreement and all other documents executed and delivered to Mortgagee in connection herewith were executed in accordance with the requirements of law and are valid, binding and enforceable in accordance with their terms.

(b) That the execution of this Mortgage, the Settlement Agreement and any other document executed and delivered to Mortgagee in connection herewith, and the full and complete performance of the provisions hereof and thereof, will not result in any breach of, or constitute a default under any indenture, mortgage, bank loan or credit agreement or other agreement or instrument to which Mortgagor is a party or by which Mortgagor is bound, and will not result in the creation of any lien, charge or encumbrance (other than those in favor of Mortgagee) upon any property or assets of Mortgagor.

(c) That as of the date of execution of this Mortgage, Mortgagor is the owner of the Mortgaged Property.

(d) To its actual knowledge, that there is no litigation pending or threatened against the Mortgaged Property (except for disputes between Mortgagor and Mortgagee).

(e) There is no litigation pending or, to the best of Mortgagor's knowledge, threatened against Mortgagor, which might, so far as Mortgagor can now reasonably foresee, have a material adverse effect on Mortgagor's ability to perform the provisions of this Mortgage or of any other document delivered to Mortgagee in connection herewith. Mortgagor has disclosed all litigation pending and threatened against Mortgagor and relating to the Mortgaged Property to Mortgagee in writing (except for disputes between Mortgagor and Mortgagee). Mortgagor will disclose all future such litigation to Mortgagee in writing within thirty

(30) days of its receipt of notice thereof.

(f) The Mortgaged Property complies with all applicable subdivision laws, ordinances, regulations, rules and other requirements.

(g) Mortgagor is not in default with respect to any existing indebtedness or obligation pertaining to the Mortgaged Property

(h) Mortgagor has the power and authority to enter into and perform all terms and conditions of this Mortgage, the Settlement Agreement, and all other documents executed in connection with this transaction, and to incur the obligations herein and therein provided for.

(i) Unless previously disclosed to Mortgagee in writing, Mortgagor has not made any agreement or taken any action which may cause anyone to become entitled to a commission or finder's fee as a result of the making of any loan to Mortgagor by Mortgagee.

These representations and warranties may be relied upon by Mortgagee with or without investigation by Mortgagee and they shall survive any such investigation, and shall continue and may be relied upon by Mortgagee until all obligations secured by this Mortgage have been paid in full.

B.11 Extensions and Modifications. From time to time, without affecting the obligation of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this Mortgage and to observe the obligations of Mortgagor contained herein, without affecting the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and without affecting the lien or priority of lien hereof on the Mortgaged Property, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, Mortgagor's successors or assigns or of any other lienholders or guarantors, and without liability on Mortgagee's part, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from this Mortgage any part of the Mortgaged Property, take or release other or additional security, reconvey any part of the Mortgaged Property, consent to the granting of any easement or dedication, join in any extension or subordination agreement and agree in writing with any person obligated to pay the same to modify the rate of interest or period of amortization of any indebtedness secured hereby or change the amount of the installments payable thereon. Mortgagor shall pay Mortgagee a reasonable service charge, together with such title insurance premiums and attorneys' fees as may be incurred by Mortgagee in connection with any such action.

B.12 Waiver by Mortgagor. Mortgagor waives any requirement of presentment, demand for payment, notice of nonpayment or late payment, protest, notice of protest, notice of dishonor, and all other formalities. Mortgagor waives all rights and/or privileges it might otherwise have to require Mortgagee to proceed against or to pursue any remedy available to Mortgagee in any particular manner or order as to any particular collateral, person or entity under any legal or equitable doctrine or principle including, without limitation, marshalling of assets and/or suretyship principles, and further agrees that Mortgagee may proceed against any or all of the assets encumbered hereby or by any other security document or instrument in the event of Default in such order and manner as Mortgagee in its sole discretion may determine. Any Mortgagor that has signed this Mortgage as a surety or accommodation party, or that has subjected its property to this Mortgage to secure the indebtedness of another, hereby expressly waives any defense arising by reason of the cessation from any cause whatsoever of the liability of Mortgagor, and waives the benefit of any statutes of limitation affecting the enforcement hereof.

B.13 Corrections. Mortgagor will, upon request of Mortgagee, promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgment hereof, and will execute, acknowledge and deliver such further documents and do such further acts as may be necessary or as may be reasonably requested by Mortgagee to carry out more effectively the purposes of this

Mortgage, to subject to the liens and security interests hereby created any of Mortgagor's properties, rights or interest covered or intended to be covered hereby, and to perfect and maintain such liens and security interests.

B.14 Mortgagee Indemnification. Intentionally deleted.

B.15 Late Payment Charge. Mortgagor acknowledges that late payment to Mortgagee will cause Mortgagee to incur costs not contemplated by this Mortgage. Such costs include, without limitation, processing and accounting charges. Therefore, if any payment required by the Settlement Agreement or this Mortgage is not received by Mortgagee within ten (10) days after the due date, Mortgagee hereby may assess a late charge being the lesser of (i) \$2,500.00 and (ii) five percent (5.0%) of the unpaid amount of the payment.

The parties agree that this late charge represents a reasonable sum considering all of the circumstances existing on the date of this Mortgage and represents a fair and reasonable estimate of the costs that Mortgagee will incur by reason of the late payment. The parties further agree that proof of actual damages would be costly or inconvenient. Acceptance of any late charge shall not constitute a waiver of the Default with respect to the overdue amount, and shall not prevent Mortgagee from exercising any of the other rights and remedies available to Mortgagee.

B.16 Exhibits. All of the provisions in each of the attached Exhibits are incorporated herein by this reference for all purposes.

B.17 Conflict. In the event of any conflict between the terms and provisions of this Mortgage and the terms and provisions of the Settlement Agreement, the parties agree that the Settlement Agreement shall control.

C. DEFAULT PROVISIONS.

C.1 Events of Default. Any of the following shall constitute a "Default" hereunder:

(a) The failure of Mortgagor to pay in full any payment required under the Settlement Agreement or on any other indebtedness to Mortgagee or any payment required hereunder or under any other agreement securing the Settlement Agreement;

(b) The filing of any petition, or the commencement of any case or proceeding, or the entry of any order for relief, under the Federal Bankruptcy Code or any other federal or state law relating to insolvency, bankruptcy, reorganization, or composition of debts by Mortgagor or any guarantor or endorser of the Settlement Agreement or any other obligation of Mortgagor to Mortgagee; or any adjudication that Mortgagor or any such guarantor or endorser is insolvent or bankrupt;

(c) Intentionally deleted;

(d) (i) The filing of any petition or the commencement of any case or proceeding described in subparagraph C.1(b) above against Mortgagor or against any endorser or guarantor of the Settlement Agreement or any other obligation of Mortgagor to Mortgagee, unless such petition and the case or proceeding initiated thereby are dismissed within thirty (30) days from the date of such filing; the filing of an answer by Mortgagor or such endorser or guarantor admitting the allegations of any such petition; or (ii) the appointment of or the taking of possession by a custodian, trustee or receiver for all or any assets of Mortgagor or any such endorser or guarantor, unless such appointment is vacated or dismissed or such possession is terminated within thirty (30) days from the earlier of the date of such appointment or commencement of such possession, but not later than five (5) days before the proposed sale of any assets of Mortgagor or any such endorser or guarantor by such custodian, trustee or receiver;

(e) The insolvency of Mortgagor or of any guarantor or endorser of the Settlement Agreement or any other obligation of Mortgagor to Mortgagee; or the execution by Mortgagor or any such guarantor or endorser of an assignment for the benefit of creditors; or the convening by Mortgagor or any such guarantor or endorser of a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium upon or extension or composition of its debts; or the failure of Mortgagor or of any such guarantor or endorser to pay its debts as they mature; or if Mortgagor or any such guarantor or endorser is generally not paying its debts as they mature;

(f) The admission in writing by Mortgagor or any endorser or guarantor of the Settlement Agreement or any other obligation of Mortgagor to Mortgagee that it is unable to pay its debts as they mature or that it is generally not paying its debts as they mature;

(g) The liquidation, termination or dissolution of Mortgagor or any guarantor or endorser of the Settlement Agreement or any other obligation of Mortgagor to Mortgagee which are corporations, partnerships or joint ventures;

(h) The sale, lease, exchange, conveyance or transfer, of any legal or equitable interest in and to the Mortgaged Property, or the agreement to do so (unless full satisfaction of the amounts owed under the Settlement Agreement occurs at the closing of the transaction); or the mortgage, assignment, pledge or encumbrance, either voluntarily or involuntarily, or the agreement to do so, without the prior written consent of Mortgagee being first obtained, or the levy, attachment, foreclosure, or seizure, of (i) any right, title or interest of Mortgagor or of any successor to Mortgagor, in and to the Mortgaged Property; or (ii) any material portion of the assets of Mortgagor or of any successor to Mortgagor;

(i) The material falsity or misleading nature of any representation or warranty contained herein or the Settlement Agreement or any other obligation of Mortgagor to Mortgagee;

(j) Intentionally deleted;

(k) The existence of any encroachment upon the Premises which has occurred without the approval of Mortgagee and which is not removed or corrected within thirty (30) days after its creation, or if litigation to remove or correct such encroachment is not instigated by Mortgagor within such thirty (30) day period and thereafter diligently prosecuted;

(l) The filing of any claim of lien against the Premises, any improvements thereon or any part thereof, or any interest or right made appurtenant thereto or the service on Mortgagee, as a disburser, of any notice to withhold funds and the continued maintenance of said claim of lien or notice to withhold for a period of thirty (30) days without discharge or satisfaction thereof or provision therefor satisfactory to Mortgagee in its sole discretion, including the posting of a bond or indemnification satisfactory to Mortgagee;

(m) The obtaining by any person of an order or decree in any court of competent jurisdiction enjoining the construction or development of any improvements needed for the operation of Mortgagor's business on the Premises or enjoining or prohibiting Mortgagor or Mortgagee or both of them from performing any of their agreements or obligations with respect to this Mortgage, which proceedings are not discontinued and such decree is not vacated within sixty (60) days after the granting thereof;

(n) Intentionally deleted.

(o) The failure of Mortgagor to perform any obligations constituting, set forth in, or relating to (a) this Mortgage, the Settlement Agreement, or any other obligation of Mortgagor to Mortgagee now existing or hereafter arising (b) any other agreement or indebtedness of Mortgagor to any affiliate of Mortgagee now existing or hereafter arising, which failure is not cured within thirty (30) days after written notice from Mortgagee to Mortgagor or within such other time as may be specified in such other applicable document irrespective of whether Mortgagee or such affiliate elects pursuant to a provision thereof to declare

immediately due and payable the entire unpaid principal sum together with all interest, or other balance thereon, plus any other sums due thereunder; or

(p) Unless any of the following results in a simultaneous full satisfaction of the amounts owed under the Settlement Agreement, then if Mortgagor is a corporation, the sale, pledge, transfer or assignment by the shareholders of Mortgagor of any shares of the stock of Mortgagor without the prior written consent of Mortgagee or the transfer of more than twenty percent (20%) of the value of Mortgagor's assets not in the ordinary course of Mortgagor's business, the merger or consolidation of Mortgagor with another company or entity, the liquidation of Mortgagor, the issuance of any new stock or warrants, or the transfer of issued and outstanding treasury stock or warrants of Mortgagor. If Mortgagor is a limited liability company, the sale, pledge, transfer or assignment of any of the members of Mortgagor of any of their interest in Mortgagor, or the withdrawal or the admittance of any members into Mortgagor without the prior written consent of Mortgagee. If Mortgagor is a partnership or joint venture, the sale, pledge, transfer or assignment of any of the partners or joint ventures of Mortgagor of any of their partnership or joint venture interest in Mortgagor, or the withdrawal of any general partners or joint venturers, or the admittance of any additional partners into Mortgagor without the prior written consent of Mortgagee.

(q) Intentionally deleted.

C.2 Remedies Upon Default. At any time after a Default hereunder, Mortgagee may, at its option, declare all indebtedness secured by this Mortgage immediately due and payable, and collectible without notice, regardless of maturity, and irrespective of whether Mortgagee exercises such option, and regardless of (i) Mortgagee's delay in exercising such option, (ii) Mortgagee's failure to exercise such option on the occasion of any prior Default or (iii) the adequacy of Mortgagee's security, Mortgagee may, at its option and in its sole discretion, without prior notice or demand to or upon Mortgagor, do any one or more of the following:

(a) Mortgagee may in person or by agent enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof, make repairs and alterations, and do any acts which Mortgagee deems proper to protect the security hereof or to operate and maintain the Mortgaged Property and the business operated thereon; and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues, and profits as well as the fees, charges, accounts, or other payments for the use or occupancy of rooms and other public facilities including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. Upon request of Mortgagee, Mortgagor shall assemble and make available to Mortgagee at the Premises any of the Mortgaged Property which has been removed therefrom. The entering upon and taking possession of the Mortgaged Property, the collection of any rents, issues and profits as well as the fees, charges, accounts, or other payments for the use or occupancy of rooms and other public facilities and the application thereof as aforesaid, shall not cure or waive any Default theretofore or thereafter occurring, or affect any notice of Default hereunder or invalidate any act done pursuant to any such notice. Mortgagee or Mortgagee's agent shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and the business operated thereon and shall be liable to account only for those rents, issues and profits as well as actually received by Mortgagee. Mortgagee shall not be liable to Mortgagor, anyone claiming by, from, under or through Mortgagor or anyone having an interest in the Mortgaged Property by reason of anything done or undone by Mortgagee. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act. If the rents, issues and profits of the Mortgaged Property and the business operated thereon are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the rents, issues and profits, any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Such amounts, together with interest and attorneys' fees if applicable as provided in Paragraph B.2. hereof, shall be immediately due and payable in accordance with the provisions of Paragraph B.2. hereof. Notwithstanding Mortgagee's continuance in possession or receipt and application of rents, issues or profits, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law upon or after the occurrence of a default, including any right to exercise the power of sale. Any of the actions referred to in this Paragraph may be taken by Mortgagee at such time as Mortgagee is so

entitled, without regard to the adequacy of any security for the indebtedness hereby secured.

(b) Mortgagee shall, without regard to the adequacy of any security for the indebtedness hereby secured, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of and protect the Mortgaged Property and the business operated thereon, and, in Mortgagee's discretion, operate the same, in whole or in part, and collect the rents, issues and profits as well as the fees, charges, accounts, or other payments for the use or occupancy of rooms and other public facilities therefrom.

(c) Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to enforce any of the covenants, agreements or other obligations contained in this Mortgage.

(d) Mortgagee may elect to cause the Mortgaged Property or any part thereof to be sold as follows:

(i) If an Event of Default shall have occurred, then at the option of Mortgagee this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and the Mortgagee, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales simultaneously, or successively, on the same day, or at such different days or times and in such order as Mortgagee may deem to be in its best interest before the door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Mortgagee may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Mortgagee shall have the right to enforce any of its remedies set forth herein without notice to Mortgagor, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Mortgagee in its sole discretion may elect, and if Mortgagee so elects, Mortgagee may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the Uniform Commercial Code of the state in which the Land is located, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Secured Indebtedness is paid in full. Any such disposition of the personal property constituting a part of the Mortgaged Property may be either by public or private sale or other disposition as Mortgagee may elect in its sole discretion. Mortgagee shall give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Mortgagor as provided in Paragraph B.10 hereof, it shall constitute reasonable notice to Mortgagor. If the Secured Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Mortgagee at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Mortgagee may determine.

Said sale may be adjourned by the Mortgagee, or its agent, and reset at a later date; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set and the original notice shall be published once again with a statement at the bottom that said sale has been postponed and the date when it will occur.

In the event of any sale of the Mortgaged Property as authorized by this section, all prerequisites of such 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 or non-performance of the Secured Obligations 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.

If an Event of Default shall have occurred, Mortgagee may, in addition to and not in abrogation of any of its other rights, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy to pursue any other remedy available to it, all as Mortgagee in its sole discretion shall elect.

(ii) At the foreclosure sale of the Mortgaged Property which is real property, the Mortgaged Property or any portion thereof specified by Mortgagee shall be sold at public auction to the highest bidder for cash in lawful money of the United States, subject, however, to the provisions of Paragraph C.6 hereof. If the Mortgaged Property consists of several lots or parcels, it may be sold as a whole or in separate lots or parcels, if directed by Mortgagee.

(iii) Mortgagee may, in any manner that it deems appropriate, apply the proceeds of any judicial foreclosure sale or sale made pursuant to the power of sale created hereby (to the extent permitted by applicable law) or other disposition of any of the Mortgaged Property hereunder to payment of the following: (1) the expenses of such sale or disposition, together with Mortgagee's fees, costs and expenses and reasonable attorneys' fees incurred by Mortgagee, and the actual cost of publishing, recording, mailing and posting notice; (2) the cost of any search and/or other evidence of title procured in connection therewith and revenue stamps on any deed or conveyance; (3) the payment of the Settlement Agreement secured by this Mortgage; (4) any or all other sums secured by this Mortgage; and (5) the remainder, if any, to the person or persons legally entitled thereto, in the order of their priority.

(e) Mortgagee may take any other appropriate action permitted by applicable law.

(f) Any person or entity, including Mortgagee, may purchase at any sale of the Mortgaged Property all or any part of the Mortgaged Property.

C.3 Intentionally Deleted.

C.4 Right of Setoff. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, Mortgagee is hereby authorized by Mortgagor at any time or from time to time, without notice to Mortgagor, any guarantor or endorser of the Settlement Agreement or any other indebtedness or obligation secured by this Mortgage, or any other person, any such notice being hereby expressly waived, to set off any obligations or liabilities any time held or owing by Mortgagee to or for the credit or the account of Mortgagor or any such guarantor or endorser against the obligations and liabilities of Mortgagor or any such guarantor or endorser to Mortgagee, including, but not limited to, all claims of any nature or description arising out of or connected with this Mortgage, the Settlement Agreement or any other indebtedness or obligation secured by this Mortgage, irrespective of whether or not (a) Mortgagee shall have made any demand hereunder or (b) Mortgagee shall have declared the principal of and interest on the Settlement Agreement to be due and owing and although said obligations and liabilities, or any of them, shall be contingent and unmatured.

C.5 Foreclosure Procedure. Mortgagor hereby expressly waives, to the extent permitted by law, any right which it may have to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto.

C.6 Foreclosure Purchase. Upon any sale of the Mortgaged Property, if any party owed money under the Settlement Agreement is a purchaser at such sale, it shall be entitled to use and apply all or any portion of the indebtedness then secured by this Mortgage for or in settlement or payment of all or any portion of the purchase price.

C.7 Cumulative Remedies. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Mortgage to Mortgagee, or to which it may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies. The unenforceability of any provision in this Mortgage shall not affect the enforceability of any other provision herein. If there exists additional security for the performance of the obligations secured hereby, the Mortgagee, at its sole option, and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine.

C.8. Marshalling of Assets. Mortgagor agrees that all of the Mortgaged Property and all other collateral or security which may be granted to Mortgagee in connection with the obligations secured by this Mortgage constitutes equal security for all of the obligations secured hereby, and Mortgagor agrees that Mortgagee shall be entitled to sell, retain or otherwise deal with any or all of the Mortgaged Property and all other collateral or security, in any order or simultaneously as Mortgagee shall determine in its sole and absolute discretion, free of any requirement for the marshalling of assets or other restriction upon Mortgagee in dealing with the Mortgaged Property and all other collateral or security.

[Signatures on following page.]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year set forth above.

MORTGAGOR:
Double Mountain, LLC

By: [Signature]
Its Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Emmett F. Hildreth Jr. a duly authorized Member of Double Mountain, LLC, an Alabama limited liability company, party to the foregoing and attached instrument, bearing date the ____ day of _____, 2012, personally appeared before me in Jefferson County, the said Emmett F. Hildreth Jr. being personally well known to me as (or proven by the oath of credible witnesses to be) the person who executed the said instrument on behalf of Double Mountain, LLC and acknowledged the same to be his/her act and deed.

Given under my hand and seal on this 19th day of March, 2012.

[Signature]
NOTARY PUBLIC

My Commission Expires: 4-08-2014

MORTGAGEE:
Double Oak Water Reclamation, LLC
By: South Edge, Inc.
Its: Manager

By: _____
William L. Thornton, III
Its: Vice President

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, a duly authorized _____ of Double Oak Water Reclamation, LLC, an Alabama limited liability company, party to the foregoing and attached instrument, bearing date the ____ day of _____, 2012, personally appeared before me in _____, the said _____ being personally well known to me as (or proven by the oath of credible witnesses to be) the person who executed the said instrument on behalf of Double Mountain, LLC and acknowledged the same to be his/her act and deed.

Given under my hand and seal on this _____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year set forth above.

MORTGAGOR:
Double Mountain, LLC

By: _____
Its _____

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, a duly authorized _____ of Double Mountain, LLC, an Alabama limited liability company, party to the foregoing and attached instrument, bearing date the _____ day of _____, 2012, personally appeared before me in _____, the said _____ being personally well known to me as (or proven by the oath of credible witnesses to be) the person who executed the said instrument on behalf of Double Mountain, LLC and acknowledged the same to be his/her act and deed.

Given under my hand and seal on this _____ day of _____, 2012.

NOTARY PUBLIC
My Commission Expires: _____

MORTGAGEE:
Double Oak Water Reclamation, LLC

By: South Edge, Inc.
Its: Manager
By: _____
William L. Thornton, III
Its: Vice-President

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton, III, a duly authorized officer of South Edge, Inc., the Manager of Double Oak Water Reclamation, LLC, an Alabama limited liability company, party to the foregoing and attached instrument, bearing date the _____ day of _____, 2012, personally appeared before me in Birmingham, AL, the said William L. Thornton, III being personally well known to me as (or proven by the oath of credible witnesses to be) the person who executed the said instrument on behalf of Double Mountain, LLC and acknowledged the same to be his/her act and deed.

Given under my hand and seal on this 15th day of March, 2012.

NOTARY PUBLIC
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 14, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Limited Liability Company Acknowledgement

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Emmett F. Hildreth, Jr. whose name as the duly authorized Member of Double Mountain, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this _____ day of March, 2012.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Limited Liability Company Acknowledgement

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Thornton, III whose name as the duly authorized officer of South Edge, Inc., the Manager of Double Oak Water Reclamation, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 2nd day of April, 2012.



Notary Public

My Commission Expires: _____

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 14, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA)

Limited Liability Company Acknowledgement

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Emmett F. Hildreth, Jr. whose name as the duly authorized Member of Double Mountain, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 19th day of March, 2012.


Notary Public

My Commission Expires: 4-08-2014

STATE OF ALABAMA)

Limited Liability Company Acknowledgement

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Thornton, III whose name as the duly authorized officer of South Edge, Inc., the Manager of Double Oak Water Reclamation, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this _____ day of March, 2012.

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description

PARCEL NO. 1:

Commence at a 1 ½-inch pipe in place being the Southwest corner of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama, said point being the point of beginning; from this beginning point, proceed North 00 degrees 39 minutes 34 seconds West along the West boundary of said Section 10 for a distance of 708.78 feet (set ½-inch rebar) to a point on the Southerly right of way of Shelby County Highway No. 11; thence proceed North 27 degrees 17 minutes 30 seconds East along the South right of way of said road for a distance of 273.38 feet to a concrete monument in place; thence proceed South 62 degrees 42 minutes 30 seconds East along the right of way of said road for a distance of 10.0 feet to a concrete monument in place; thence proceed North 27 degrees 17 minutes 30 seconds East along the right of way of said road for a distance of 250.0 feet to a concrete monument in place; thence proceed North 62 degrees 42 minutes 30 seconds West along the right of way of said road for a distance of 10.0 feet to a concrete monument in place; thence proceed North 27 degrees 17 minutes 30 seconds East along the right of way of said road for a distance of 250.0 feet to a concrete monument in place; thence proceed South 62 degrees 42 minutes 30 seconds East along the right of way of said road for a distance of 10.0 feet to a concrete monument in place; thence proceed North 27 degrees 17 minutes 30 seconds East along the right of way of said road for a distance of 300.0 feet to a concrete monument in place; thence proceed North 62 degrees 42 minutes 30 seconds West along the right of way of said road for a distance of 10.0 feet to a concrete monument in place; thence proceed North 27 degrees 17 minutes 30 seconds East along right of way of said road for a distance of 158.10 feet to a concrete monument in place, being the P.C. of a concave curve right having a delta angle of 24 degrees 19 minutes 00 seconds and a radius of 1597.11 feet; thence proceed Northeasterly along the Southerly right of way of said road and along the curvature of said curve for a chord bearing and distance of North 39 degrees 27 minutes 00 seconds East, 672.75 feet to a concrete monument in place being the P.T. of said curve; thence proceed North 51 degrees 36 minutes 30 seconds East along the Southerly right of way of said road for a distance of 2104.13 feet (set ½-inch rebar); thence proceed South 00 degrees 06 minutes 40 seconds West for a distance of 883.80 feet to a 2-inch open top pipe in place; thence proceed North 60 degrees 17 minutes 37 seconds East for a distance of 1315.49 feet to a 2-inch open top pipe in place; thence proceed North 00 degrees 20 minutes 28 seconds East for a distance of 992.74 feet to a 2-inch open top pipe in place; thence proceed South 60 degrees 18 minutes 24 seconds West for a distance of 766.24 feet to a point on the Southerly right of way of said Shelby County Highway No. 11 (set ½-inch rebar); thence proceed North 51 degrees 36 minutes 30 seconds East along the Southerly right of way of said road for a distance of 680.55 feet to a concrete monument in place being the P.C. of a concave curve right having a delta angle of 18 degrees 28 minutes 00 seconds and a radius of 5689.68 feet; thence proceed Northeasterly along the Southerly right of way of said road and along the curvature of said curve for a chord bearing and distance of North 60 degrees 50 minutes 30 seconds East, 1825.88 feet to a concrete monument in place being the P.T. of said curve; thence proceed North 70 degrees 04 minutes 30 seconds East along the Southerly right of way of said road for a distance of 594.63 feet (set ½-inch rebar) to the P.C. of a concave curve right having a delta angle of 88 degrees 30 minutes 05 seconds and a radius of 50.0 feet; thence proceed Southeasterly along the curvature of said curve and along the Westerly right of way of Grey Oaks Parkway for a chord bearing and distance of South 65 degrees 48 minutes 43 seconds East, 69.78 feet to the P.T. of said curve (set ½-inch rebar); thence proceed South 21 degrees 33 minutes 32 seconds East along the Westerly right of way of said Grey Oaks Parkway for a distance of 58.33 feet to the P.C. of a concave curve left having a delta angle of 93 degrees 29 minutes 43 seconds and a radius of 277.50 feet; thence proceed Southeasterly along the curvature of said curve and along the Westerly right of way of Grey Oaks Parkway for a chord bearing and distance of South 68 degrees 18 minutes 21 seconds East, 404.23 feet to the P.T. of said curve (set ½-inch rebar), which is also the P.C. of a concave curve right having a delta angle of 73 degrees 01 minutes 31 seconds and a radius of 165.0 feet; thence proceed Southeasterly along the curvature of said curve and along the Westerly right of way of Grey Oaks Parkway for a chord bearing and distance of South 78 degrees 32 minutes 22 seconds East, 196.35 feet to the P.T. of said curve (set ½-inch rebar); thence proceed South 42 degrees 01 minutes 33 seconds East along the Westerly right of way of said Grey Oaks Parkway for a distance of 57.63 feet (set ½-inch rebar) to a point on the Northerly boundary of a CSX Transportation 200-

foot right of way; thence proceed South 47 degrees 58 minutes 13 seconds West along the Northerly boundary of said railroad right of way for a distance of 175.30 feet (set ½-inch rebar) to its point of intersection with the North boundary of Section 11, Township 20 South, Range 2 West, Shelby County, Alabama; thence proceed North 88 degrees 34 minutes 09 seconds West along the North boundary of said Section 11 and along the Northerly boundary of said railroad right of way for a distance of 72.94 feet; thence proceed South 47 degrees 58 minutes 13 seconds West along the Northerly boundary of said railroad right of way for a distance of 2835.03 feet (set ½-inch rebar) to the P.C. of a concave curve right having a delta angle of 19 degrees 06 minutes 59 seconds and a radius of 1882.16 feet; thence proceed Southwesterly along the curvature of said curve and along the Northerly boundary of said railroad right of way for a chord bearing and distance of South 57 degrees 31 minutes 43 seconds West, 625.06 feet to the P.T. of said curve (set ½-inch rebar); thence proceed South 67 degrees 05 minutes 12 seconds West along the Northerly boundary of said railroad right of way for a distance of 1474.85 feet (set ½-inch rebar) to the P.C. of a concave curve left having a delta angle of 34 degrees 08 minutes 39 seconds and a radius of 1975.0 feet; thence proceed Southwesterly along the curvature of said curve and along the Northerly boundary of said railroad right of way for a chord bearing and distance of South 50 degrees 00 minutes 53 seconds West, 1159.62 feet (set ½-inch rebar) to the P.T. of said curve; thence proceed South 32 degrees 56 minutes 33 seconds West along the Northerly boundary of said railroad right of way for a distance of 2485.75 feet (set ½-inch rebar) to the P.C. of a concave curve right having a delta angle of 09 degrees 45 minutes 21 seconds and a radius of 4384.0 feet; thence proceed Southwesterly along the curvature of said curve and along the Northerly boundary of said railroad right of way for a chord bearing and distance of South 37 degrees 49 minutes 14 seconds West, 745.57 feet (set ½-inch rebar) to the P.T. of said curve, being located on the Easterly boundary of Shelby County Road No. 334; thence proceed North 37 degrees 15 minutes 25 seconds West along the Easterly boundary of said Shelby County Road No. 334 for a distance of 131.98 feet (set ½-inch rebar); thence proceed North 32 degrees 48 minutes 18 seconds West along the Easterly boundary of said Shelby County Road No. 334 for a distance of 131.25 feet (set ½-inch rebar); thence proceed North 14 degrees 24 minutes 04 seconds West along the Easterly boundary of said Shelby County Road No. 334 for a distance of 154.90 feet (set 1/2-inch rebar); thence proceed North 01 degrees 54 minutes 24 seconds West along the Easterly boundary of said Shelby County Road No. 334 for a distance of 68.14 feet (set ½-inch rebar); thence proceed North 15 degrees 07 minutes 00 seconds East along the Easterly boundary of said Shelby County Road No. 334 for a distance of 145.89 feet (set ½-inch rebar); thence proceed North 01 degrees 02 minutes 14 seconds East along the Easterly boundary of said Shelby County Road No. 334 for a distance of 60.33 feet (set ½-inch rebar); thence proceed North 10 degrees 02 minutes 26 seconds West along the Easterly boundary of said Shelby County Road No. 334 for a distance of 116.79 feet (set ½-inch rebar) to a point on the Southerly right of way of Shelby County Highway No. 11; thence proceed Northeasterly along the curvature of a concave curve left having a delta angle of 01 degrees 28 minutes 31 seconds and a radius of 2904.91 feet and along the South right of way of said Shelby County Highway No. 11 for a chord bearing and distance of North 28 degrees 01 minutes 45 seconds East, 74.79 feet (set ½-inch rebar) to the P.T. of said curve; thence proceed North 27 degrees 17 minutes 30 seconds East along the South right of way of said Shelby County Highway No. 11 for a distance of 360.66 feet to a 2-inch pipe in place being located on the North boundary of Section 16, Township 20 South, Range 2 West, Shelby County, Alabama; thence proceed South 89 degrees 22 minutes 36 seconds East along the North boundary of said Section 16 for a distance of 371.77 feet to the point of beginning.

The above described land is located in the Northeast ¼ of the Northeast ¼ of Section 16; the Northwest ¼ of the Northwest ¼ of Section 15; the Southwest ¼ of the Southwest ¼, the Northwest ¼ of the Southwest ¼, the Northeast ¼ of the Southwest ¼, the Northwest ¼ of the Southeast ¼, the Southeast ¼ of the Northwest ¼, the Southwest ¼ of the Northeast ¼, the Northwest ¼ of the Northeast ¼, the Southeast ¼ of the Northeast ¼, and the Northeast ¼ of the Northeast ¼ of Section 10; the Southeast ¼ of the of the Southeast ¼ of Section 3; the Southwest ¼ of the Southwest ¼ of Section 2; and the Northwest ¼ of the Northwest ¼ of Section 11, Township 20 South, Range 2 West, Shelby County, Alabama.

PARCEL NO. 2:

Commence at a 2-inch pipe in place being the Northwest corner of Section 11, Township 20 South, Range 2 West, Shelby County, Alabama; thence proceed South 88 degrees 34 minutes 09 seconds East along the North boundary of said Section 11 for a distance of 1149.07 feet to a point on the Northerly boundary of a CSX Transportation 200-foot right of way; thence proceed North 47 degrees 58 minutes 13 seconds East along the

Northerly boundary of said railroad right of way for a distance of 230.30 feet to a point on the Easterly right of way of Grey Oaks Parkway, said point being the point of beginning; from this beginning point, proceed North 42 degrees 01 minutes 33 seconds West along the Easterly right of way of Grey Oaks Parkway for a distance of 174.08 feet (set ½-inch rebar) to the P.C. of a concave curve left having a delta angle of 45 degrees 30 minutes 15 seconds and a radius of 195.0 feet; thence proceed Northerly along the curvature of said curve and along the Easterly right of way of Grey Oaks Parkway for a chord bearing and distance of North 64 degrees 46 minutes 42 seconds West, 150.83 feet (set ½-inch rebar) to the P.T. of said curve; thence proceed North 87 degrees 31 minutes 51 seconds West along the Easterly right of way of said road for a distance of 200.19 feet (set ½-inch rebar) to the P.C. of a concave curve right having a delta angle of 52 degrees 52 minutes 31 seconds and a radius of 154.50 feet; thence proceed Northeasterly along the curvature of said curve and along the Easterly right of way of said road for a chord bearing and distance of North 61 degrees 05 minutes 35 seconds West, 137.57 feet (set 1/2-inch rebar) to the P.T. of said curve which is also the P.C. of a concave curve right having a delta angle of 104 degrees 35 minutes 16 seconds and a radius of 50.0 feet; thence proceed Northeasterly along the curvature of said curve and along the Easterly right of way of said Grey Oaks Parkway for a chord bearing and distance of North 17 degrees 38 minutes 18 seconds East, 79.12 feet (set ½-inch rebar) to a point on the Southerly right of way of Shelby County Highway No. 11; thence proceed North 70 degrees 04 minutes 30 seconds East along the Southerly right of way of said Shelby County Highway No. 11 for a distance of 1060.88 feet (set ½-inch rebar) to its point of intersection with the Westerly right of way of Shelby County Road No. 334 (Kendrick Road); thence proceed South 29 degrees 03 minutes 45 seconds East along the Westerly right of way of said Shelby County Road No. 334 for a distance of 107.65 feet (set ½-inch rebar); thence proceed South 33 degrees 51 minutes 13 seconds East along the Westerly right of way of said Shelby County Road No. 334 for a distance of 134.70 feet to a ½-inch rebar in place being located on the Northerly boundary of a CSX Transportation 200-foot right of way; thence proceed Southwesterly along a concave curve left having a delta angle of 03 degrees 55 minutes 57 seconds and a radius of 5779.58 feet and along the Northerly boundary of said railroad right of way for a chord bearing and distance of South 50 degrees 09 minutes 55 seconds West, 396.60 feet (set ½-inch rebar) to the P.T. of said curve; thence proceed South 47 degrees 58 minutes 13 seconds West along the Northerly boundary of said railroad right of way for a distance of 365.10 feet to the point of beginning.

The above described land is located in the Southwest ¼ of the Southwest ¼ and the Southeast ¼ of the Southwest ¼ of Section 2, Township 20 South, Range 2 West, Shelby County, Alabama.

The above described property being subject to easements along Grey Oaks Parkway as shown by recorded subdivision plat on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 38, at Page 148.

According to survey of Christopher M. Ray, RLS #26017, dated March 8, 2012.



EXHIBIT B

Exceptions

1. Intentionally deleted;
2. Minerals and mining rights not owned by Mortgagor;
3. Any matter that would be reflected by an accurate ALTA/ACSM survey of the Property;
4. Rights or claims of parties in possession not shown by the Public records.
5. Easements or claims of easements, not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to recording.
8. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records through acts or inaction of any party other than Mortgagor.
9. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
10. Restrictions upon the use of the premises not appearing in the chain of title to the land.
11. Taxes or special assessments which are not shown as existing liens by the public records.
12. Any reappraisal, assessed value adjustment, and/or escape taxes which may become due by virtue of any action of the Office of the Tax Assessor, the Office of the Tax Collector, and/or the Board of Equalization.
13. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Exhibit B or not. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed.
14. Taxes for 2012 and subsequent years. 2012 ad valorem taxes are a lien but not due and payable until October 1, 2012.
15. Transmission line permits to Alabama Power Company as recorded in Deed Book 127, Page 448; and Deed Book 127, Page 509, in Probate Office (as to Section 2, Township 20 South, Range 2W).
16. Right of way to AB&A Railroad Company as recorded in Deed Book 40, Page 106, in Probate Office (as to Section 2, Township 20 South, Range 2W).
17. Rights of way to Shelby County as recorded in Deed Book 180, Page 544; Deed Book 180, Page 532; Deed Book 180, Page 598; and Deed Book 181, Page 295, in Probate Office (as to Section 2, Township 20 South, Range 2W).
18. Right of way for roadway as recorded in Deed Book 40, Page 368, in Probate Office (as to Section 2, Township 20 South, Range 2W).
19. Rights of other parties in and to the use of Non-Exclusive Ingress-Egress Easement Agreement granted to Grey Oaks Properties, L.L.C., as recorded in Instrument #20050404000152870, in Probate Office (as to Section 2, Township 20 South, Range 2 West).

20. Terms, conditions, and restrictions set forth in Non-Exclusive Ingress-Egress Easement Agreement granted to Grey Oaks Properties, L.L.C., as recorded in Instrument #20050404000152870, in Probate Office (as to Section 2, Township 20 South, Range 2 West).
21. Any part of caption lands lying within the prescriptive right of way of Shelby County Road No. 334 as shown on survey of Christopher R. Ray, RLS #26017, dated March 8, 2012 (as to Section 2, Township 20 South, Range 2 West).
22. Private Sign Easements adjacent to Grey Oaks Parkway as set forth on Final Plat of Grey Oaks Sector 1, as recorded in Map Book 38, Page 148, in Probate Office, and as shown on survey of Christopher M. Ray, RLS #26017, dated March 8, 2012 (as to Section 2, Township 20 South, Range 2 West).
23. Bridge and utility easements adjacent to Grey Oaks Parkway as set forth on Final Plat of Grey Oaks Sector 1, as recorded in Map Book 38, Page 148, in Probate Office, and as shown on survey of Christopher M. Ray, RLS #26017, dated March 8, 2012 (as to Section 2, Township 20 South, Range 2 West).
24. Transmission line permit to Alabama Power Company as recorded in Deed Book 127, Page 509, in Probate Office (as to Section 3, Township 20 South, Range 2 West).
25. Right of way to AB&A Railroad Company as recorded in Deed Book 40, Page 106, in Probate Office (as to Section 3, Township 20 South, Range 2W).
26. Right of way for roadway as recorded in Deed Book 40, Page 368, in Probate Office (as to Section 3, Township 20 South, Range 2W).
27. Rights of way to Shelby County as recorded in Deed Book 180, Page 544; and Deed Book 181, Page 295, in Probate Office (as to Section 3, Township 20 South, Range 2W).
28. Title to minerals underlying caption lands with mining rights and privileges belonging thereto as reserved in deed recorded in Deed Book 47, page 485, in Probate Office (as to Section 3, Township 20 South, Range 2 West).
29. Transmission line permits to Alabama Power Company as recorded in Deed Book 127, Page 440; Deed Book 127, Page 449; and Deed Book 131, Page 411, in Probate Office (as to Section 10, Township 20 South, Range 2 West).
30. Rights of way to AB&A Railroad Company as recorded in Deed Book 36, Page 625; Deed Book 37, Page 635; and Deed Book 40, Page 108, in Probate Office (as to Section 10, Township 20 South, Range 2 West).
31. Rights of way to Shelby County as recorded in Deed Book 40, Page 368; Deed Book 180, Page 544; Deed Book 180, Page 569; Deed Book 180, Page 593; and Deed Book 181, Page 295, in Probate Office (as to Section 10, Township 20 South, Range 2 West).
32. Easement granted to Mrs. W.H. Walton as recorded in Deed Book 311, Page 414, in Probate Office (as to Section 10, Township 20 South, Range 2 West).
33. Any part of caption lands lying within the roadbed of Old Simmsville Road and shown as "Conflict (overlap)" with the Warren Family Subdivision Plat as recorded in Map Book 6, Page 110, on the survey of Christopher M. Ray, RLS #26017, dated March 8, 2012 (as to Section 10, Township 20 South, Range 2 West).
34. Siren pole as shown on the survey of Christopher M. Ray, RLS #26017, dated March 8, 2012 (as to Section 10, Township 20 South, Range 2 West).
35. Encroachment of gravel drive and metal building as shown in Detail A on survey of Christopher M. Ray, RLS #26017, dated March 8, 2012 (as to SW ¼ of NE ¼ and SE ¼ of NW ¼, Section 10, Township 20 South, Range 2 West).

36. Encroachment of old road bed, asphalt drive in old roadbed, asphalt pad, mobile home, carport, and propane tank as shown in Detail B on survey of Christopher M. Ray, RLS #26017, dated March 8, 2012 (as to NW ¼ of NE ¼, Section 10, Township 20 South, Range 2 West).
37. Encroachment of Homestead Trail asphalt and screened patio as shown in Detail C on survey of Christopher M. Ray, RLS #26017, dated March 8, 2012 (as to NW ¼ of NE ¼, Section 10, Township 20 South, Range 2 West).
38. Right of way to AB&A Railroad Company as recorded in Deed Book 36, Page 625, in Probate Office (as to NW ¼ of NW ¼, Section 11, Township 20 South, Range 2 West).
39. Right of way to AB&A Railroad Company as recorded in Deed Book 36, Page 625, in Probate Office (as to NW ¼ of NW ¼, Section 15, Township 20 South, Range 2 West).
40. Title to minerals underlying caption lands with mining rights and privileges belonging thereto as reserved in deed recorded in Deed Book 132, page 436, in Probate Office (as to NW ¼ of NW ¼, Section 15, Township 20 South, Range 2 West).
41. Intentionally deleted.
42. Transmission line permits to Alabama Power Company as recorded in Deed Book 127, Page 440; and Deed Book 131, Page 411, in Probate Office (as to E ½ of NE ¼, Section 16, Township 20 South, Range 2 West).
43. Right of way to Shelby County as recorded in Deed Book 180, Page 544, in Probate Office (as to NE ¼ of NE ¼, Section 16, Township 20 South, Range 2 West).
44. Any part of caption lands lying within the prescriptive right of way of Shelby County Road No. 334 as shown on survey of Christopher R. Ray, RLS #26017, dated March 8, 2012 (as to Section 16, Township 20 South, Range 2 West).