

This Instrument is recorded as additional collateral for the Indebtedness secured by the Mortgages described herein, and such Indebtedness is not being extended hereby in amount or maturity.

CROSS COLLATERALIZATION AND CROSS DEFAULT AGREEMENT AND AMENDMENT TO MORTGAGES

20150205000039400

02/05/2015 03:36:29 PM

MORTAMEN 1/9

STATE OF ALABAMA)
SHELBY, COLBERT)
AND MONTGOMERY COUNTIES)

This Cross Collateralization and Cross Default Agreement, and Amendment to Mortgages (this "Agreement") is made as of the 2 day of February, 2015, by and among **BRYANT BANK**, an Alabama state banking corporation ("Lender"), **TIMBERLINE DEVELOPMENT, LLC**, an Alabama limited liability company, **TIMBERLINE INVESTMENTS, LLC**, an Alabama limited liability company, **TL DEVELOPMENT, LLC**, an Alabama limited liability company, **D & D PROPERTIES, INC.**, an Alabama corporation (collectively "Borrowers"), and **TIMBERLINE INVESTMENTS, LLC**, an Alabama limited liability company, **SHELBY SPRINGS, LLC**, an Alabama limited liability company, **WILD TIMBER INVESTMENTS 25, LLC**, an Alabama limited liability company, **WILD TIMBER INVESTMENTS 5, LLC**, an Alabama limited liability company, **D & D PROPERTIES, INC.**, an Alabama corporation, **TIMBERLINE DEVELOPMENT, LLC**, an Alabama limited liability company (collectively "Mortgagors").

WHEREAS, Lender has made loans to the Borrowers evidenced by those certain Amended and Restated Term Notes of even date herewith as follows: (i) Timberline Development, LLC in the amount of \$2,478,463.19; (ii) Timberline Investments, LLC in the amount of \$925,714.59; (iii) TL Development, LLC in the amount of \$667,652.73 (collectively the "Timberline Notes"); and (iv) D & D Properties, Inc. in the amount of \$743,151.51 (the "D & D Note") (the Timberline Notes and the D & D Note are collectively referred to as the "Notes"); and

WHEREAS, to secure the Obligations of the Borrowers under the Timberline Notes, Mortgagors have executed and delivered to Lender the following Mortgages:

- (i) Timberline Investments, LLC Mortgage dated March 11, 2011, recorded as Instrument Number 20110314000082470 with the Judge of Probate of Shelby County, Alabama;
- (ii) Shelby Springs, LLC Mortgage dated March 11, 2011, recorded as Instrument Number 20110314000082480 with the Judge of Probate of Shelby County, Alabama; and
- (iii) Timberline Development, LLC Mortgage dated December 18, 2012, recorded as Instrument Number 20130109000013130 with the Judge of Probate of Shelby County, Alabama; and

WHEREAS, to secure^{2/9} the Obligations of the Borrowers under the D & D Note, Mortgagors have executed and delivered to Lender the following Mortgages:

- (i) Wild Timber Investments 25, LLC Mortgage dated March 30, 2011, recorded as Instrument Number 20110330000100000 with the Judge of Probate of Shelby County, Alabama;
- (ii) Wild Timber Investments 5, LLC Mortgage dated March 30, 2011, recorded as Instrument Number 20110330000100010 with the Judge of Probate of Shelby County, Alabama;
- (iii) D & D Properties, Inc. Mortgage dated March 30, 2011, recorded as OFRD BK 2011, PG 6988 with the Judge of Probate of Colbert County, Alabama; and
- (iv) D & D Properties, Inc. Mortgage dated March 30, 2011, recorded as RLPY 04138, Page 0295 with the Judge of Probate of Montgomery County, Alabama; and

WHEREAS, Borrowers and Lender have agreed to execute and deliver this Agreement to effect the cross collateral and cross default provisions contained herein; and

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Cross Collateral. Borrowers and each Mortgagor hereby acknowledge and agree that each Mortgage, and the Mortgaged Property described therein, serves as collateral for each of the Notes and the Obligations of the respective Borrower thereunder. Each Mortgage is hereby amended to reflect this cross collateral provision.
2. Cross Default. A Default under any Note shall constitute a Default under each and every other Note, and, upon the occurrence of any such Default, Lender shall be able to exercise its remedies under any Mortgage.
3. Full Force and Effect. Except as amended hereby, each Note and each Mortgage shall remain in full force and effect, and the provisions thereof are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-written.

BORROWERS:

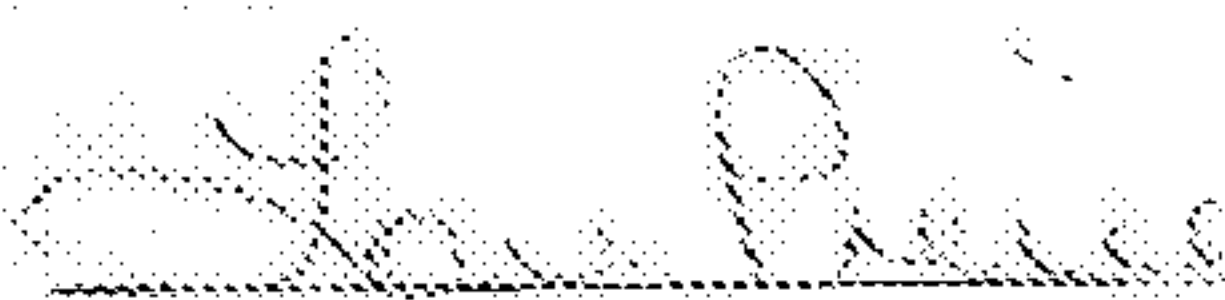
TIMBERLINE DEVELOPMENT, LLC

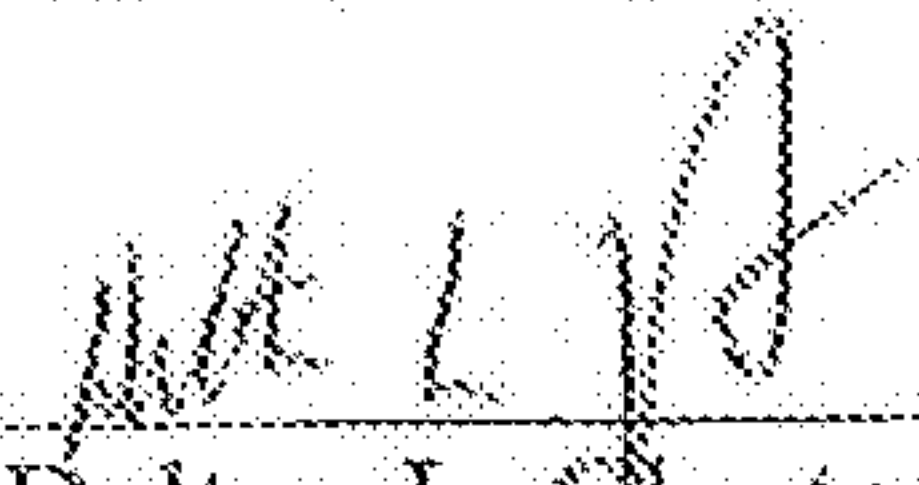
By: 
Delton L. Clayton
Its Manager

STATE OF ALABAMA)
COUNTY OF Cherokee)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton L. Clayton, whose name as Manager of Timberline Development, LLC, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 2nd day of February, 2015.


Notary Public
My Commission Expires: 10-18-2016

By: 
Delton L. Clayton
Its Manager

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said 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 Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 5th day of February, 2015.


Notary Public
My Commission Expires: 10-18-2016

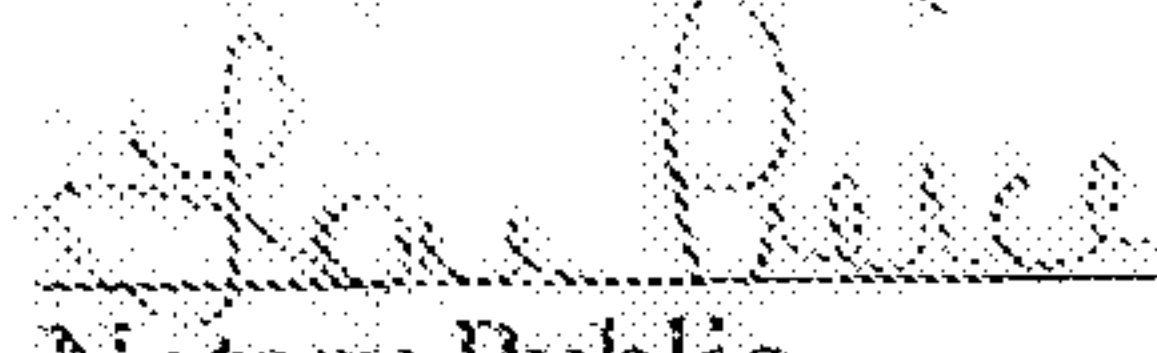
TL DEVELOPMENT, LLC

By: 
Delton L. Clayton
Its Manager

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton L. Clayton, whose name as Manager of TL Development, LLC, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 5th day of February, 2015.


Notary Public
My Commission Expires: 10-18-2016

D & D PROPERTIES, INC.

By: Delton L. Clayton
Delton L. Clayton
Its President

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton L. Clayton, whose name as President of D & D Properties, Inc., an Alabama corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

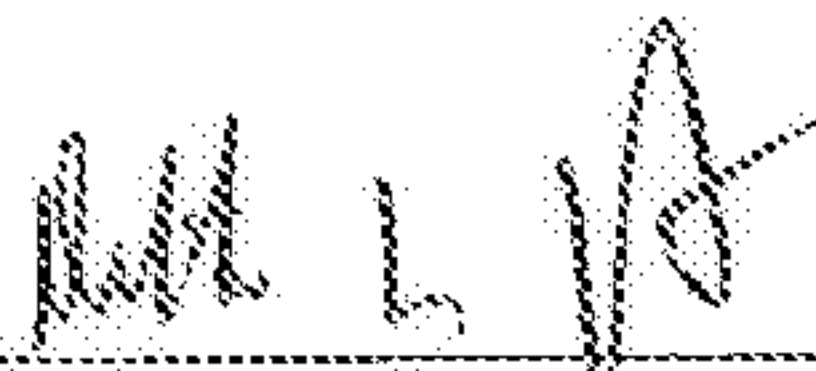
Given under my hand and official seal, this the 5th day of February, 2015.

Don Pierce
Notary Public

My Commission Expires: 10-18-2016



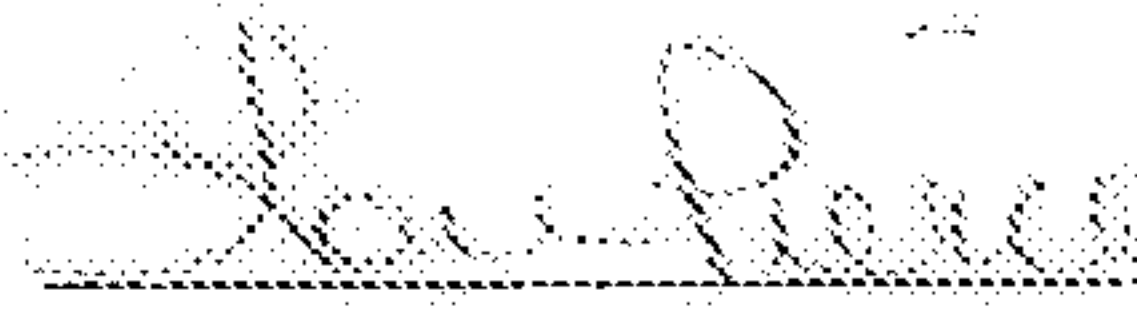
TIMBERLINE INVESTMENTS, LLC

By: 
Delton L. Clayton
Its Manager

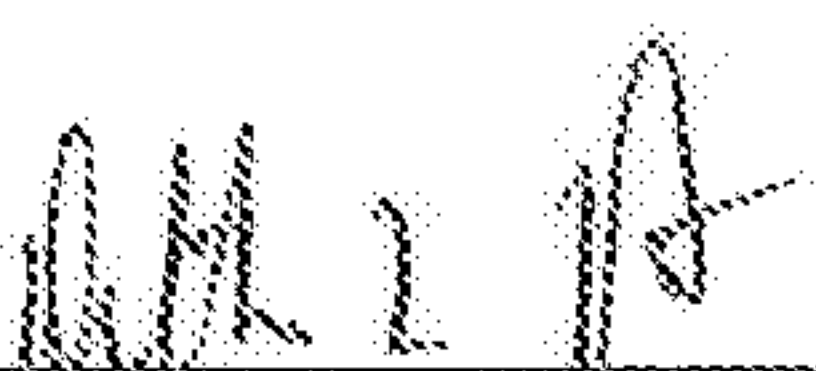
STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said 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 Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 5th day of February, 2015.


Notary Public
My Commission Expires: 10-18-2016

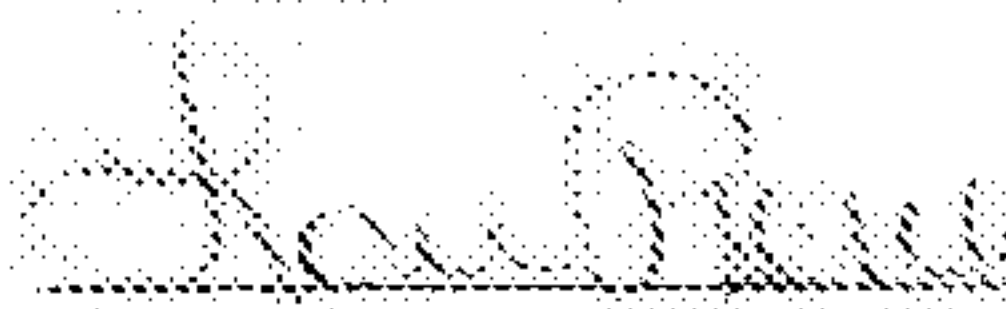
SHELBY SPRINGS, LLC

By: 
Delton L. Clayton
Its: Manager

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton L. Clayton, whose name as Manager of Shelby Springs, LLC, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 5th day of February, 2015.


Notary Public
My Commission Expires: 10-18-2016

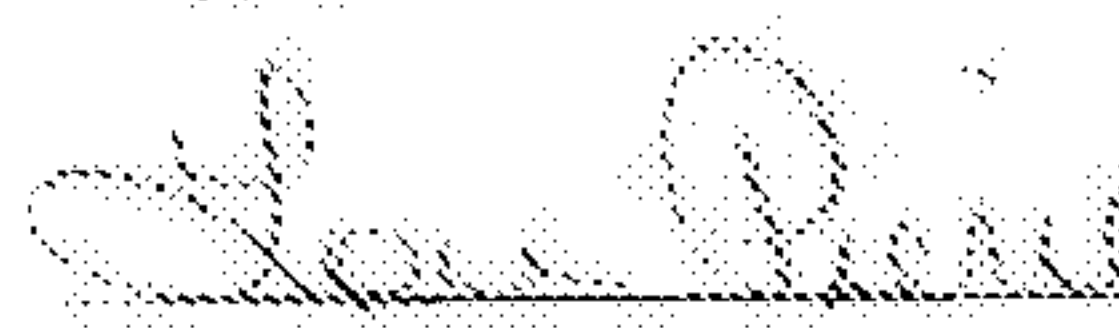
WILD TIMBER INVESTMENTS 25, LLC

By: 
Delton L. Clayton
Its Manager

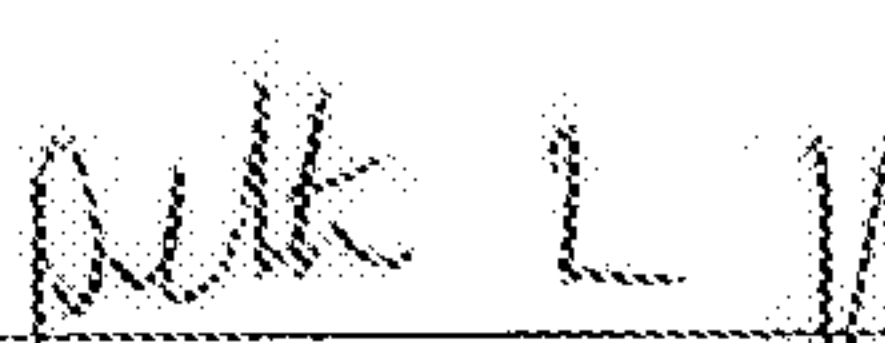
STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton L. Clayton, whose name as Manager of Wild Timber Investments 25, LLC, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 5 day of February, 2015.


Notary Public
My Commission Expires: 10-18-2016

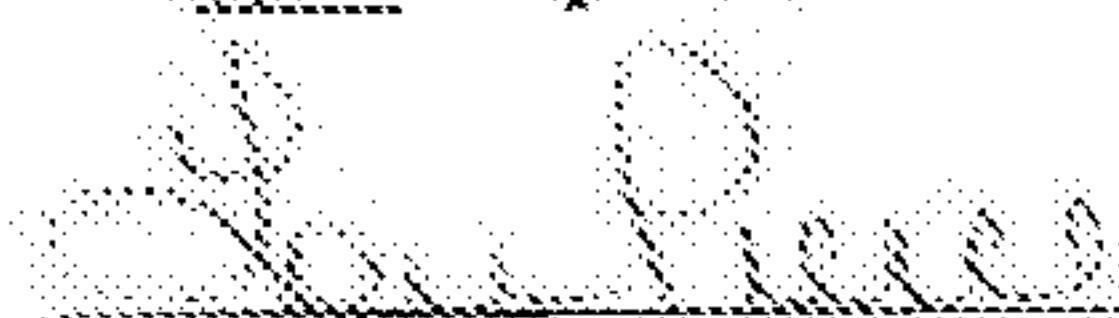
WILD TIMBER INVESTMENTS 5, LLC

By: 
Delton L. Clayton
Its Manager

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton L. Clayton, whose name as Manager of Wild Timber Investments 5, LLC, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 5 day of February, 2015.


Notary Public
My Commission Expires: 10-18-2016

D & D PROPERTIES, INC.

By: Delton L. Clayton
Delton L. Clayton
Its President

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton L. Clayton, whose name as President of D & D Properties, Inc., an Alabama corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 5th day of February, 2015.

John P. [Signature]
Notary Public

My Commission Expires: 10-12-2016

TIMBERLINE DEVELOPMENT, LLC

By: Delton L. Clayton
Delton L. Clayton
Its Manager

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton L. Clayton, whose name as Manager of Timberline Development, LLC, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 5th day of February, 2015.

John P. [Signature]
Notary Public

My Commission Expires: 10-12-2016

20150205000039400 02/05/2015 03:36:29 PM MORTAMEN
9/9 LENDER:

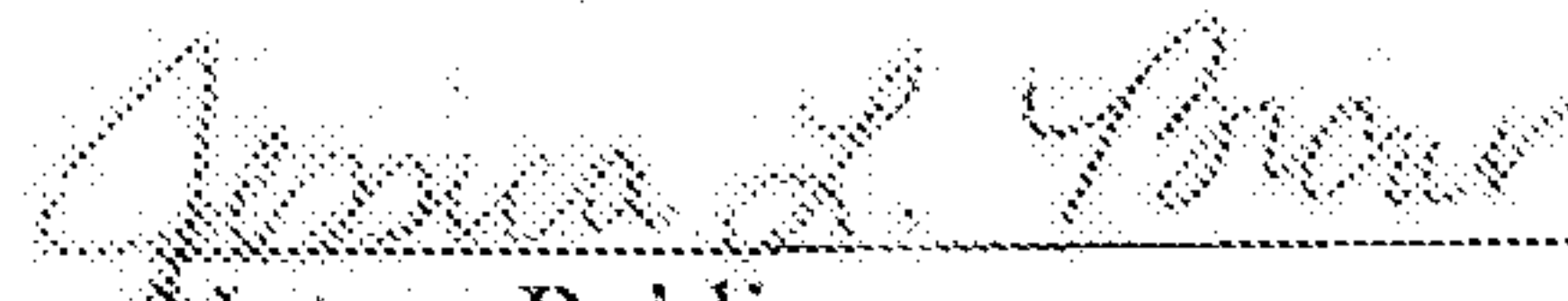
BRYANT BANK

By: 
Brian Ethridge
Its Executive Vice President

STATE OF ALABAMA)
COUNTY OF Shelby)

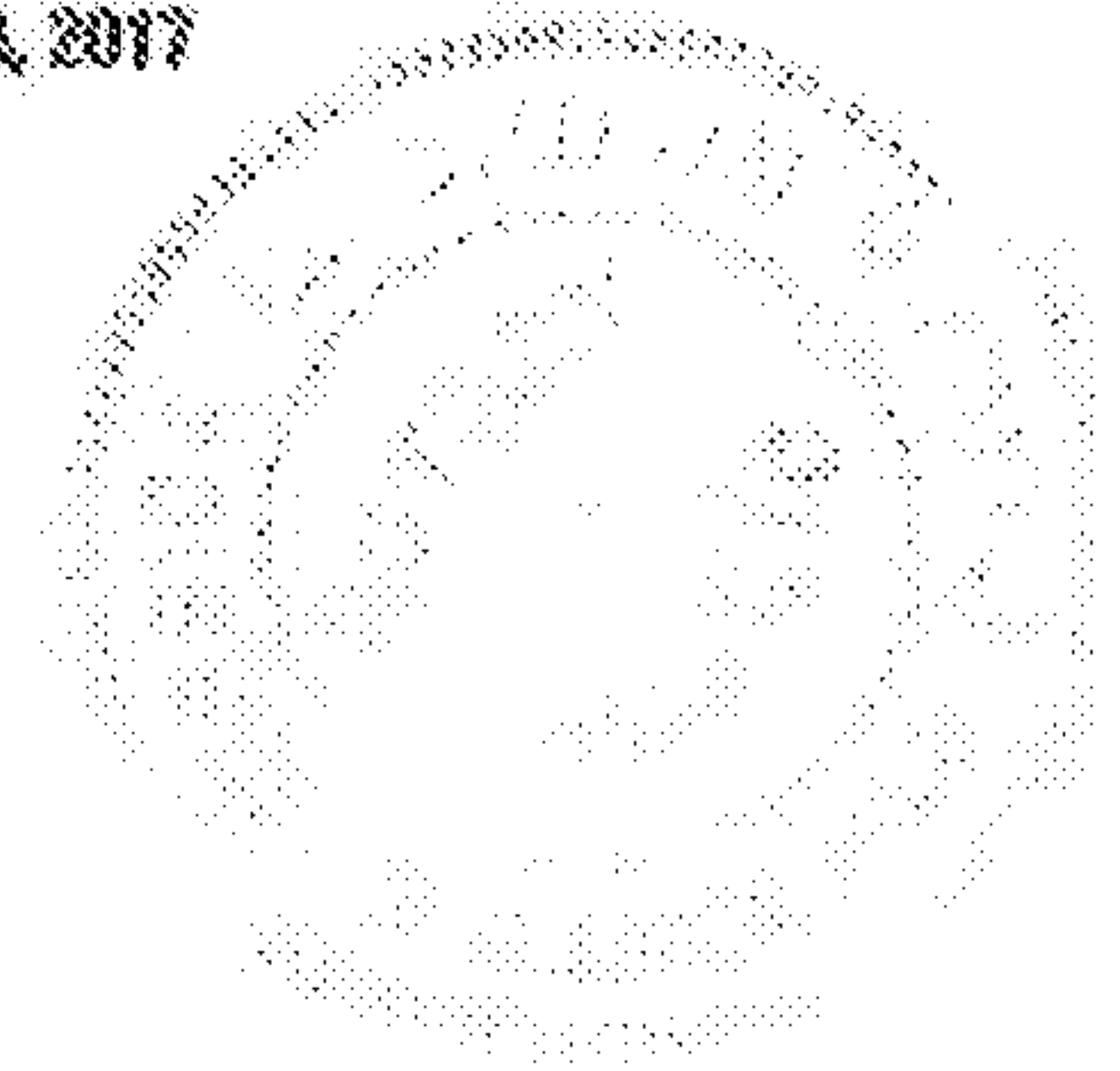
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian Ethridge, whose name as Executive Vice President of Bryant Bank, an Alabama state banking corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 2 day of February, 2015.


Notary Public

My Commission Expires: 4-4-2017

MY COMMISSION EXPIRES APRIL 4, 2017



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/05/2015 03:36:29 PM
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