

This instrument was prepared by

(Name) James E. Burford, III, Attorney at Law

(Address) Suite 200-A, 100 Vestavia Office Park, Birmingham, AL 35216

Form 1-1-21 Rev. 1-46

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

DAVID M. FOLMAR and wife, SHERRI H. FOLMAR

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

ROBERT C. BARNETT

(hereinafter called "Mortgages", whether one or more), in the sum of One Hundred Thirty Eight Thousand Five Hundred and No/100 Dollars (\$138,500.00), evidenced by promissory note bearing even date herewith.

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

NOW THEREFORE, in consideration of the premises, said Mortgagors, David M. Folmar and wife, Sherri H. Folmar

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to-wit:

See Exhibit "A" attached hereto and incorporated by reference herein for legal description.

This is a purchase money first mortgage as it applies to Parcel I. This mortgage is a second mortgage as it applies to Parcel II, being second and subservient to that certain mortgage recorded at REAL 182, Page 57, in the Office of the Judge of Probate of Shelby County, Alabama (the "First Mortgage"). A default in said First Mortgage shall create a default in this mortgage.

This mortgage may not be assumed nor may Mortgagor place a mortgage lien on Parcel I or Parcel II subordinate to this mortgage. All sums due under the note secured by this mortgage shall be at once due and payable upon breach of this condition.

As additional security, Mortgagor hereby assigns all of their right, title and interest to Mortgagee in that certain lease (a copy of which is attached hereto as Exhibit "B" to Mortgagee. Mortgagor shall not cancel said lease without the express written consent of Mortgagee. Upon default in this mortgage or in the note secured hereby, Mortgagee shall have the right to immediately collect all sums due Mortgagor under said lease and to apply any sums collected therefrom to the note secured by this mortgage. Such action by Mortgagee shall not cure any default under this mortgage or the note secured hereby.

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To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned David M. Folmar and wife, Sherri H. Folmar

have hereunto set their signature and seal, this 17th day of May, 1990

David M. Folmar (SEAL)
 David M. Folmar
Sherri H. Folmar (SEAL)
 Sherri H. Folmar
 _____ (SEAL)
 _____ (SEAL)

THE STATE of ALABAMA }
 JEFFERSON COUNTY }

I, James F. Burford, III, a Notary Public in and for said County, in said State, hereby certify that David M. Folmar and wife, Sherri H. Folmar

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of May, 1990
 _____ Notary Public.

THE STATE of _____ }
 _____ COUNTY }

I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name as _____ of _____ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, 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 _____ day of _____, 19____, Notary Public

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Return to:

TO

MORTGAGE DEED

THIS FORM FROM
 Lawyers Title Insurance Corporation
 Title Guaranty Division
 TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

First American Title Insurance Company

SCHEDULE _____ (Continued)

EXHIBIT A

Agent's

File No.:

Commitment No.: FA-C

Policy No.: FA-

Parcel I

A part of the Northwest 1/4 of Section 17, Township 19 South, Range 2 West, more particularly described as follows:
 Begin at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 17, Township 19 South, Range 2 West; thence run North 89 deg. 18 min. 34 sec. West along the North line of the Southwest 1/4 of the Northwest 1/4 a distance of 1255.75 feet; thence North 03 deg. 46 min. 23 sec. West a distance of 300.42 feet; thence run North 23 deg. 41 min. 26 sec. East a distance of 182.26 feet; thence run North 35 deg. 50 min. 05 sec. East a distance of 225.25 feet; thence run North 48 deg. 51 min. 48 sec. East for a distance of 20.16 feet; thence run South 59 deg. 15 min. 49 sec. East a distance of 842.66 feet; thence run North 73 deg. 15 min. 40 sec. East a distance of 164.62 feet; thence run South 40 deg. 11 min. 52 sec. East a distance of 64.02 feet; thence run South 55 deg. 55 min. 35 sec. East a distance of 418.79 feet; thence run South 57 deg. 06 min. 41 sec. West a distance of 255.00 feet to the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 17; thence run North 00 deg. 23 min. 21 sec. West along the West line of said 1/4 1/4 Section a distance of 127.59 feet to the point of beginning.

Subject to a joint ingress and egress easement situated along the most Northerly corner, being 30.00 feet in width following along the existing road leading to Acton Fjord.

Parcel II

Lot 120, according to the Survey of Sandpiper Trail Subdivision, Sector III, as recorded in Map Book 11 page 121, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

All being situated in Shelby County, Alabama.

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original

EXHIBIT B

AMENDMENT TO AGREEMENT

This Amendment to Agreement made this 5th day of May, 1990 by and between RANDALL E. THOMPSON ("Randy") and TERRY GREGG ("Terry").

WHEREAS, Randy and Terry executed an agreement dated March 30, 1990 (the "Original Agreement"), which Original Agreement concerns removal of topsoil from property owned by Randy and which Original Agreement is incorporated by reference herein; and

WHEREAS, the parties desire to amend the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and Ten and No/100 Dollars (\$10.00) in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Original Agreement is hereby void and this Agreement substituted in its place. Randy acknowledges receipt of Fifteen Thousand and No/100 Dollars (\$15,000.00) pursuant to the Original Agreement which represents rent for the initial term of this agreement.

2. This agreement shall run from March 30, 1990 to March 30, 1991 unless it renews according to the provisions herein.

3. Terry has the right to remove topsoil from the property shown on Exhibit "A" as Parcel 'C' only from the area designated "proposed lake" or from any other area on Parcel 'C' as designated by Randy or his successors and assigns.

4. This agreement is assignable by Randy but not by Terry.

5. ACCESS: Randy is also the owner of Parcel 'A' as shown on Exhibit "A." Terry shall be entitled (until March 30, 1992) to travel over the existing road on Parcel 'A' to remove such topsoil. After March 30, 1992, Terry (if the lease is still in effect) shall only use any access to Parcel 'C' as is afforded by Parcel 'C.'

6. RENEWAL: In the event Randy or his successors or assigns in Parcel 'C' should notify Terry in writing on or before October 1, 1990 or on or before any October 1st of any year thereafter that this agreement shall terminate, the agreement shall terminate on the succeeding March 30th. In the event such notice is not given, this agreement shall continue under the terms as set forth herein for another year commencing the following March 30th.

7. PAYMENT OF RENT: Beginning March 30, 1991 (if not terminated as provided above), rent shall be paid monthly in advance in the sum of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00) per month to Randy or his successor in title to Parcel 'C.' All rental payments shall be due beginning March 30th of any rental year and the thirtieth (30th) day of every month thereafter and Randy or his successors shall be entitled to terminate this agreement if such monthly rental is not paid within five (5) days of the due date. In the event of such default, Randy or his successor in title shall be able to deny access to Parcel 'C' to Terry. Randy or his successor in title

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to Parcel 'C' shall also have all remedies of a landlord concerning the termination of this lease. This includes all costs of collection, including a reasonable attorney's fee in the event Randy or his successors in title should employ an attorney as a result of any breach of this lease by Terry.

8. In the event Parcel 'C' should be sold during any term of this agreement, Randy or Randy's successors in title shall refund Terry a sum of money equal to that part of the year not in operation. That is to say, on the date of such sale, this lease shall terminate and Terry shall be entitled to any unearned rentals prepaid at the rate of Forty One and 10/100 Dollars (\$41.10) per day.

9. In the event of the termination of this agreement by Randy or his successors in title, neither Randy nor Randy's successor in title shall sell any topsoil from Parcel 'C' for a period of one (1) year following the termination of this agreement. This prohibition shall not apply in the event this lease is terminated by giving notice on or before October 1st of any year as provided above.

10. Terry shall not disturb any trees or roots of trees along the Cahaba River. There shall only be one (1) cut to the river for drainage. Terry takes full responsibility and shall indemnify and hold harmless Randy, his successors or assigns, for Terry's failure to comply with any governmental regulations or statutes concerning Terry's activities of removing topsoil from the property herein. Terry shall provide Randy or his successors

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with all necessary insurance coverages indicating sufficient liability and workmens compensation insurance for Terry's activities on the said Parcel 'C.' Terry shall hold Randy harmless from any liabilities incurred by Randy as a result of Terry's activities on the said Parcel 'C.' Terry agrees to keep Parcel 'C' from litter and is specifically prohibited from dumping on the said Parcel 'C.'

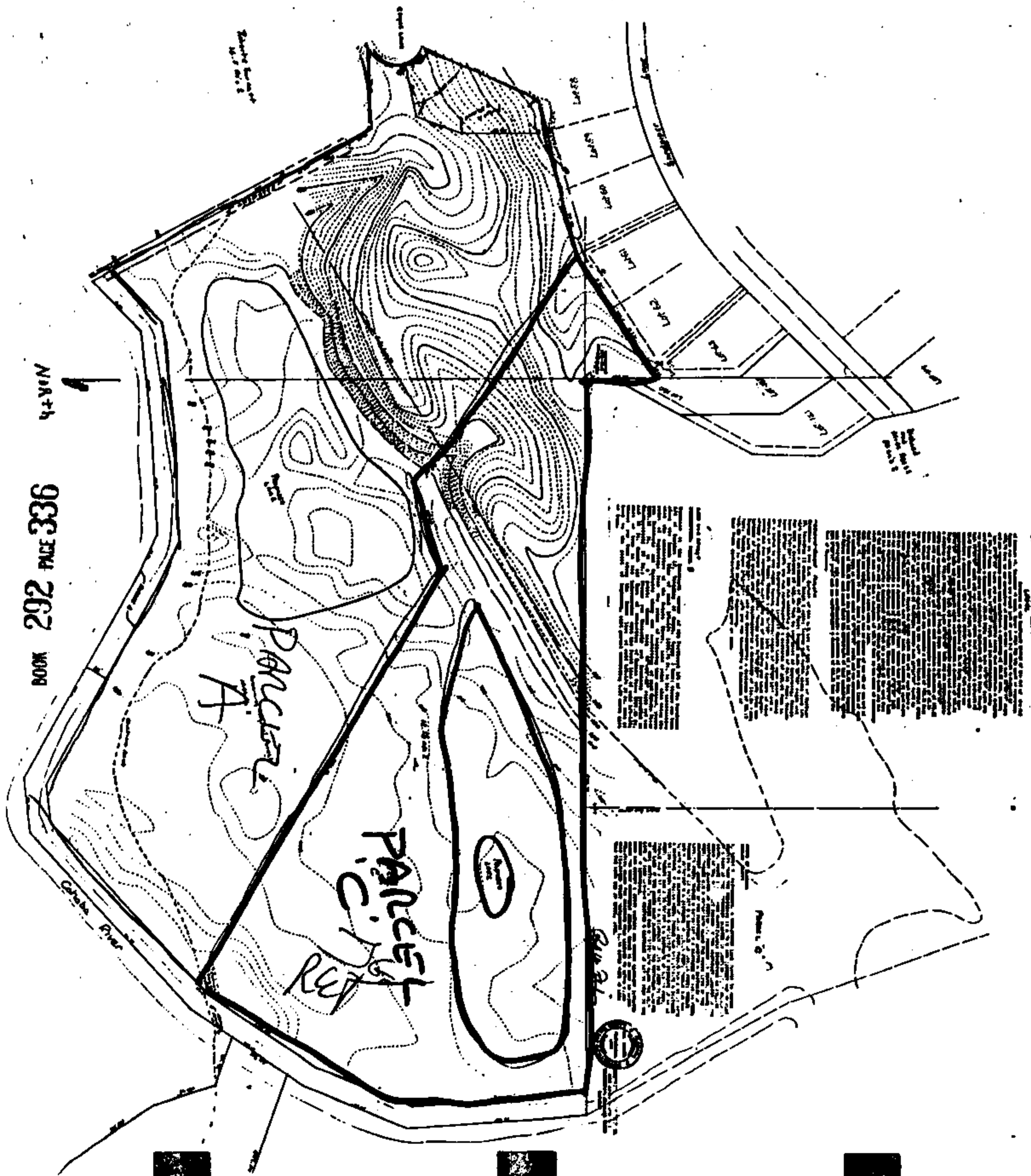
11. Any violation of any governmental regulation concerning the removal of topsoil, the Cahaba River or any other environmental law or Terry's violation of any of the provisions of this lease shall entitle Randy or his successors to immediately terminate this agreement.

DONE this 5th day of May, 1990.


RANDALL E. THOMPSON


TERRY GREGG

Exhibit 'A'



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Legal Parcel "c" of attached map.

STATE OF ALABAMA
SHELBY COUNTY

I, RANDY W. RICHARDSON, A REGISTERED LAND SURVEY DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT MAP OR PLAT OF A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 2 WEST MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE RUN N 89°18'34"W ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1255.75 FEET; THENCE N 03°46'23" W A DISTANCE OF 300.42 FEET; THENCE RUN N 23°41'26" E A DISTANCE OF 182.26 FEET; THENCE RUN N 35°50'05" E A DISTANCE OF 225.25 FEET; THENCE RUN N48°51'48"E FOR A DISTANCE OF 20.16 FEET; THENCE RUN S 59°15'49"E A DISTANCE OF 842.66 FEET; THENCE RUN N73°15'40"E A DISTANCE OF 164.62 FEET; THENCE RUN S 40°11'52" E A DISTANCE OF 64.02 FEET; THENCE RUN S 55°55'35" E A DISTANCE OF 418.79 FEET; THENCE RUN S 57°06'41" W A DISTANCE OF 255.00 FEET TO THE WEST LINE OF THE SOUTH EAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE RUN N 00°23'21"W ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 127.59 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A JOINT INGRESS AND EGRESS EASEMENT SITUATED ALONG THE MOST NORTHERLY CORNER, BEING 30.00 FEET IN WIDTH FOLLOWING ALONG THE EXISTING ROAD LEADING TO ACTON FJORD. SAID DESCRIBED TRACT CONTAINING 12.58 ACRES MORE OR LESS. THIS THE 11TH DAY OF APRIL, 1990.

Randy W. Richardson
RANDY W. RICHARDSON REG#15153

RET J.G.

I CERTIFY THIS INSTRUMENT WAS FILED

90 MAY 21 PM 1:11

JUDGE OF PROBATE

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1. Deed Tax	-----\$
2. Mtg. Tax	-----\$ 207.75
3. Recording Fee	-----\$ 21.50
4. Indexing Fee	-----\$ 5.00
5. No Tax Fee	-----\$
6. Certified Fee	-----\$ 1.00
Total	-----\$ 235.25