

THIS INSTRUMENT PREPARED BY:

Name: James F. Burford, III
Address: 1318 Alford Avenue Suite 101
Birmingham, Alabama 35226

MORTGAGE

CORRECTIVE MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned G. REMINGTON DEAN and wife, JUDY B. DEAN is/are justly indebted to UNION STATE BANK in the sum of Eighty-five Thousand and 00/100 Dollars (\$85,000.00) evidenced by promissory note bearing even date herein and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, G. REMINGTON DEAN and wife, JUDY B. DEAN do, or does, hereby grant, bargain, sell and convey unto the said ORDNANCE TESTING, INC. (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

See Exhibit A attached hereto and incorporated by reference herein.

Together with the following easements:

(1) A non-exclusive, perpetual easement, running with the land, for vehicular and pedestrian ingress and egress and for utilities over and across the real property located in Shelby County Alabama which is more particularly described on Exhibit B attached hereto and incorporated by reference herein; and (2) an exclusive perpetual easement, running with the land, for vehicular and pedestrian ingress and egress and for utilities over and across the real property located in Shelby County Alabama which is more particularly described on Exhibit C attached hereto and incorporated by reference herein.

SPECIAL NOTE WITH RESPECT TO EASEMENTS: it is expressly understood that the easements set forth in paragraphs 1 and 2 above, and described on Exhibits B and C attached hereto with respect to Mortgagee, its successors or assigns are only for the benefit of the real property described on Exhibit A attached hereto and incorporated by reference herein and shall benefit no other real property.

THIS IS A CORRECTIVE MORTGAGE, correcting that certain mortgage recorded in instrument no. 1997-25037 Office of Judge of Probate Shelby Co, AL in order to add Exhibits B & C.

All sums due under this mortgage and the note secured hereby shall at once due and payable upon the sale of any interest in the property described herein.

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, or any renewals 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 said Mortgagee has the option of insuring property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by the mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest, thereon, then this conveyance to be null and void, but should default be made in payment of any sum expended by the said Mortgagee, 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 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, or if any statement of lien is filed under the Statutes of Alabama relating to Liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, on en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale, First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to payment of any amounts that may have been expended, or that it may necessary then to expended in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as a grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successor and agents and assigns of said Mortgagee, if a corporation.

Inst. # 1997-26901

Inst. # 1997-25037

08/22/1997-26901
11:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MEL 19.50

08/07/1997-25037
03:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCB 141.00

1997-25037

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 1st day of AUG, 1997.

CAUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.

G. Remington Dean
G. Remington Dean
Judy B. Dean
Judy B. Dean

STATE OF FLORIDA)
COUNTY OF PINELLAS

General Acknowledgement

I, the undersigned, Wilma J. Van Winkle, Notary Public in and for said County in said State, hereby certify that G. REMINGTON DEAN and wife, JUDY B. DEAN, 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 1st day of August, 1997.

Wilma J. Van Winkle
Notary Public
My Commission Expires: 6-8-01



Wilma J. Van Winkle
MY COMMISSION # 00863541 EXPIRES
June 8, 2001
BONDED THRU TROY FAIR INSURANCE, INC

State of FLORIDA)
County of PINELLAS)

Corporate Acknowledgment

I, the undersigned, WILMA J. VAN WINKLE, a Notary Public in and for said County in said State, hereby certify that _____ as _____ President 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 the 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 _____ day of _____, 19____.

Notary Public
My Commission Expires: _____

EXHIBIT 'A'

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 34, Township 19 South, Range 1 West, more particularly described as follows:

Commence at the SW corner of the NE 1/4 of the NW 1/4 of Section 34, Township 19 South, Range 1 West; thence North 00 deg. 07 min. 39 sec. West for a distance of 401.27 feet to the point of beginning; thence North 00 deg. 07 min. 39 sec. West for a distance of 263.73 feet; thence North 00 deg. 10 min. 20 sec. West for a distance of 630.33 feet; thence North 88 deg. 05 min. 47 sec. East for a distance of 371.67 feet; thence South 01 deg. 55 min. 47 sec. East for a distance of 69.00 feet; thence South 41 deg. 48 min. 10 sec. East for a distance of 139.13 feet; thence South 35 deg. 04 min. 28 sec. East for a distance of 466.61 feet; thence South 73 deg. 16 min. 29 sec. West for a distance of 66.87 feet; thence South 16 deg. 12 min. 08 sec. East for a distance of 195.00 feet; thence South 26 deg. 11 min. 08 sec. East for a distance of 109.16 feet; thence South 21 deg. 33 min. 41 sec. West for a distance of 63.88 feet to a point on a curve to the left having a central angle of 89 deg. 50 min. 10 sec. and a radius of 55.00 feet, said curve subtended by a chord bearing North 28 deg. 15 min. 05 sec. West and a chord distance of 77.67 feet; thence along the arc of said curve for a distance of 86.24 feet to the end of said curve; thence North 26 deg. 12 min. 04 sec. West for a distance of 78.95 feet; thence North 16 deg. 13 min. 04 sec. West for a distance of 85.64 feet; thence South 80 deg. 15 min. 09 sec. West for a distance of 55.35 feet; thence South 42 deg. 02 min. 23 sec. West for a distance of 50.60 feet; thence South 81 deg. 17 min. 19 sec. West for a distance of 228.73 feet; thence South 20 deg. 02 min. 10 sec. West for a distance of 75.43 feet; thence North 80 deg. 37 min. 46 sec. West for a distance of 92.45 feet; thence South 71 deg. 52 min. 33 sec. West for a distance of 231.61 feet to the point of beginning; being situated in Shelby County, Alabama.

Notwithstanding the foregoing description there is no warranty as to any portion of the above described property lying within Yellowleaf Creek or for any property lying North and Northeasterly of said creek.

Inst # 1997-25037

08/07/1997-25037
03:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 141.00

EXHIBIT 'B'

JULY 18, 1997

STATE OF ALABAMA
SHELBY COUNTY

25' EASEMENT

A 25' WIDE STRIP OF LAND LOCATED IN THE NE1/4-NW1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF LOT 21, TWIN OAKS, AS RECORDED IN MB 22, PG 108, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE N 43DEG 00' 43" W A DISTANCE OF 101.81' TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 118.83'; THENCE S 21DEG 33' 41" W A DISTANCE OF 27.68'; THENCE S 43DEG 00' 43" E A DISTANCE OF 106.94'; THENCE N 46 DEG 59' 17" E A DISTANCE OF 25.00' TO THE POINT OF BEGINNING.

EXHIBIT C

STATE OF ALABAMA
SHELBY COUNTY

JULY 18, 1997

EASEMENT

A PARCEL OF LAND LOCATED IN THE NE1/4-NW1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF LOT 2, TWIN OAKS, AS RECORDED IN MB 22, PG 108, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE N 42DEG 02' 23" E A DISTANCE OF 30.99' TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 19.61'; THENCE N 80DEG 15' 09" E A DISTANCE OF 55.35'; THENCE S 16DEG 13' 04" E A DISTANCE OF 54.54'; THENCE N 60DEG 35' 13" W A DISTANCE OF 40.11'; THENCE N 79DEG 41' 42" W A DISTANCE OF 48.77' TO THE POINT OF BEGINNING.

Inst # 1997-26901

08/22/1997-26901
11:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 HEL 19.50

18'20
SHELBY COUNTY JUDGE OF PROBATE
11:50 AM CERTIFIED
08/25/1997-26901