Dr PETE BENNETT
PO Box 530096
B'ham AL 35253

20060428000200520 1/6 $1106.00
Shelby Cnty Judge of Probate,AL
04/28/2006 04:25:47PM FILED/CERT

This instrument prepared by:
Patrick F. Smith
Dominick, Fletcher, Yeilding, Wood & Lloyd
2121 Highland Avenue South
Birmingham, AL 35205

STATE OF ALABAMA)
:
SHELBY COUNTY)

SUBORDINATE REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

This Agreement is made and entered into on or as of this 24 day of April, 2006 ~~August 2005~~, by and between **RM Properties, LLC**, an Alabama Limited Liability Company (whether one or more, "Mortgagors"),having an address at 4922 Stonehenge Dr, Bhm AL, and **Pete and Bill Bennett**, individual residents of the State of Alabama (hereinafter collectively referred to as "Mortgagee"), whose address is Bill Bennett-1512 Edinburgh Way, Birmingham, AL 35243

WITNESSETH:

WHEREAS, Mortgagors have become justly indebted to Mortgagee in the sum of **SEVEN HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($720,000.00)** together with interest thereon, as evidenced by a promissory note or notes of even date herewith.

NOW, THEREFORE, in consideration of the indebtedness described above and other valuable consideration to Mortgagors the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment and performance of the indebtedness described above, any extensions, renewals, modifications and increases thereof and substitutions therefor and all interest thereon, all sums advanced by Mortgagee pursuant to the terms of this mortgage, and all other indebtedness (including future loans and advances) now or hereafter owed to Mortgagee by any of the above-named or by any of the undersigned, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not (all of the foregoing being sometimes referred to collectively in this mortgage as the "Secured Indebtedness"), and to secure compliance with all the covenants and stipulations hereinafter contained, Mortgagors do hereby grant, bargain, sell, convey, assign, grant a security interest in, transfer and warrant unto Mortgagee the following described real property situated in **SHELBY** County, State of Alabama, viz:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION

Together with all present and future leases and subleases thereof and of any part thereof, all rents, profits, royalties, and other income and revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining thereto, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinklers, smoke, fire and intrusion detection devices, trees, shrubs and flowers, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage (all of the foregoing real property, equipment, and fixtures being sometimes hereinafter called the "Mortgaged Property");

And together with all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the Mortgaged Property for the purpose, or with the intention, of making improvements on the Mortgaged Property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, steel, roofing materials, paint, doors, windows, storm doors, storm windows, glass, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, trees, shrubs and flowers, and in general all building materials, equipment, appliances and plants of every kind and character used or useful in connection with improvements to real property, provided, that to the extent the personal property described above consists of "household goods", as that term is defined in 12 C.F.R. Section 227.12(d), Mortgagee's security interest in those household goods is limited to a purchase money security interest.

THIS MORTGAGE IS SECOND AND SUBORDINATE TO THAT CERTAIN MORTGAGE BETWEEN FIRST UNITED SECURITY BANK AND RM PROPERTIES, LLC DATED 4/24/06 ~~2005~~

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

For the purpose of further securing the payment of all of the Secured Indebtedness Mortgagors represent, warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the Mortgaged Property except as otherwise expressly stated herein, they have a good right to convey the same as aforesaid, they will warrant and forever defend

20060428000200520 2/6 $1106.00
Shelby Cnty Judge of Probate, AL
04/28/2006 04:25:47PM FILED/CERT

the title of Mortgagee to the mortgaged property against the lawful claims of all persons whomsoever, and the Mortgaged Property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, and other liens or mortgages, taking priority over this mortgage. If Mortgagors' interest in the Mortgaged Property or any part thereof is other than a freehold estate, Mortgagors agree to pay all rents and perform all covenants due to be paid and performed under the lease or other agreement whereby such interest is created exactly when due, to maintain such lease or agreement in full force and effect in accordance with its terms, and not to attempt to amend or terminate the lease or agreement without Mortgagee's prior written consent. If the Mortgaged Property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall pay and perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and all constituent documents.

3. That they will keep the buildings and other improvements now or hereafter located on the Mortgaged Property and all building materials, appliances, equipment, fixtures and fittings now or hereafter located on the Mortgaged Property and the other personal property described above continuously insured against loss or damage, including loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, and including builder's risk coverage if this is a construction mortgage, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least thirty (30) days notice to Mortgagee before cancellation or lapse of such insurance, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors may provide such insurance through an existing policy or a policy or policies independently obtained and paid for by Mortgagors. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance offered or obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the Mortgaged Property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property for its insurable value or the unpaid balance of the Secured Indebtedness against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of all insurance on the Mortgaged Property and the other personal property described above shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Insurance proceeds collected by or paid to Mortgagee may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the improvements on the Mortgaged Property, at Mortgagee's election. No crediting of insurance proceeds to the Secured Indebtedness and no application of insurance proceeds to repairing or reconstructing improvements on the Mortgaged Property shall extend or postpone the due date of any scheduled payments of the Secured Indebtedness or reduce the amount of such payments. In the event of a dispute with any insurer regarding coverage, the amount of any loss, or the like, Mortgagee may bring an action or join in any action against the insurer, at Mortgagee's election. If Mortgagee elects not to bring an action or to join in any action and Mortgagors elect to pursue any claim or action against the insurer, Mortgagors agree to do so solely at their expense, and Mortgagors waive any right to require Mortgagee to join in the claim or action or to charge Mortgagee with any part of the expenses of the claim or action even if Mortgagee benefits from it.

4. That they will take good care of the Mortgaged Property and the personal property described above and will not commit or permit any waste thereon or thereof, and they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the Mortgaged Property, Mortgagee may make such repairs at Mortgagors' expense. Mortgagee, its agents and employees, may enter the Mortgaged Property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

5. That upon failure of Mortgagors to perform any covenant herein made, Mortgagee shall have the right and power, at its election, to perform such act on behalf of Mortgagors, but Mortgagee shall have no duty to perform such act or to give notice of its intention not to perform, whether or not it has performed or given notice of its intention not to perform on one or more previous occasions. All amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens or mortgages on the Mortgaged Property or other obligations of Mortgagors or to make repairs to the Mortgaged Property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note, or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee until date paid by Mortgagors, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire Secured Indebtedness to be due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

6. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be deemed a waiver of the right to exercise such option or to declare such forfeiture either as to past, present or future defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or performance of other obligations of Mortgagors by Mortgagee shall not constitute or be deemed to be a waiver of the right to accelerate the maturity of the Secured Indebtedness by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, or assessments or perform such other obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

RM

7. That the Mortgagors will well and truly pay and discharge the Secured Indebtedness as it shall become due and payable, including the note or notes described above, and any extensions, renewals or increase thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

8. That whether or not default has been made in the payment of any of the Secured Indebtedness or in the performance of any of the terms or conditions of this mortgage, Mortgagee may give notice of the assignment of rents, royalties, income and profits herein made and may proceed to collect the rents, royalties, income and profits from the Mortgaged Property, either with or without the appointment of a receiver, at Mortgagee's election (to which appointment Mortgagors hereby consent). Prior to any such notification by Mortgagee, Mortgagors shall have a limited license, terminable at will by Mortgagee, to collect such rents and other payments and to apply the same in whole or in part to the payment of the Secured Indebtedness as and when due. Any rents, royalties, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee pursuant to the terms of this mortgage and the interest thereon, then to interest due on the Secured Indebtedness, and the remainder, if any, shall be held as cash collateral for the Secured Indebtedness or applied toward the payment of the principal sum of the Secured Indebtedness, at Mortgagee's election.

9. That, unless Mortgagee's written consent has been obtained in advance, (a) they will not cause or allow possession of the Mortgaged Property to be in any other person or entity to the exclusion of Mortgagors, or (b) they will not sell, assign, transfer, convey, lease, or sublet all or any part of the Mortgaged Property or any oil, gas or mineral rights or other interest therein, excluding only (i) the creation of a lien or encumbrance expressly subordinate to this mortgage, (ii) the creation of a purchase money security interest for household appliances. Mortgagee, by the acceptance and recording of this Mortgage, agrees that it will execute or cause to be executed partial satisfactions of this Mortgage for specific and particular parcels within the Property upon the payment by the Mortgagee of the sum of twenty percent (20%) of the sales receipts per specified residential building lot lying within the Property as reflected by the Final Plat or Site Plan submitted to and approved by City of Helena (but in no event shall the number of lots reflected on said Final Plat or Site Plan be less than 60 in number. In the event the final number of residential building lots reflected on the Final Plat or Site Plan be less than 60, then the amount necessary to obtain a partial release from the lien of this mortgage for any specified building lot reflected on the Final Plat or Site Plan shall be the amount that is 125% of the original principal amount of the Promissory Note secured by this Mortgage, divided by the total number of residential building lots shown on the Final Plat or Site Plan. For example, if the Final Plat or Site Plan reflects a total of thirty (30) building lots, the amount necessary to secure a partial release from the lien of this Mortgage for any specific lot would be ($30,000.00), calculated as follows: $720,000.00 original principal balance, divided by 30 building lots, equals $24,000.00, multiplied by 125%, equals $30,000.00. Regardless of the number of lots sold and released, all remaining parcels shall be released from the lien of this mortgage upon payment in full of the then remaining outstanding principal balance.

10. That, except as otherwise expressly disclosed by Mortgagors to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been spilled, released, discharged, or disposed of on or under the Mortgaged Property by Mortgagors or, to the best of Mortgagors' knowledge, by any third party or any predecessor in interest or title to Mortgagors; no underground storage tanks, whether in use or not in use, are located in, on or under any part of the Mortgaged Property; Mortgagors and the Mortgaged Property are in compliance with all applicable local, state and federal environmental laws and regulations, and Mortgagors will at all times cause the Mortgaged Property to continue to be in compliance therewith; no notice has been received by Mortgagor from any governmental authority or any individual or entity claiming violation of any environmental protection law or regulation, or demanding compliance with any environmental protection law or regulation, or demanding payment, indemnity, or contribution for any environmental damage or injury to natural resources, relating in any way to the Mortgaged Property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received by Mortgagors; and any Hazardous Substance used or produced in Mortgagors' business will be used, produced, stored, and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Mortgagee immediately if any Hazardous Substance is spilled, released or discovered on or under the Mortgaged Property, and Mortgagors will take or cause to be taken such remedial action and work as may be necessary to be performed on the Mortgaged Property in order to remedy such spilled, released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from all applicable governmental authorities. Upon Mortgagee's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or update of a previous report, in form acceptable to Mortgagee, prepared by a competent and reputable environmental engineer reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any asbestos, urea formaldehyde foam insulation, explosive, radioactive material, hazardous material, hazardous waste, hazardous or toxic substance, or related or unrelated substance or material which is defined, regulated, controlled, limited or prohibited in or by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. Sections 9601 et. seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et. seq.), the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Section 6901 et. seq.), the Clean Water Act (33 U.S.C. Sections 1251 et. seq.), the Clean Air Act (42 U.S.C. Section 7401 et. seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.), as any of the foregoing is now or hereafter amended, or in any other federal, state or local environmental law, ordinance, rule or regulation now or hereafter in effect.

11. That Mortgagors will indemnify and hold Mortgagee harmless from and against any and all loss, cost, damage, claim, liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors' of any representation, warranty or covenant set forth in paragraph 10, above, or Mortgagors' failure to perform any covenant or obligation under paragraph 10, or Mortgagors' or the Mortgaged Property's failure to comply fully with all environmental laws and regulations, or any other matter related to environmental conditions on, under or affecting the Mortgaged Property. This paragraph 11 shall survive payment

PM

20060428000200520 4/6 $1106.00
Shelby Cnty Judge of Probate, AL
04/28/2006 04:25:47PM FILED/CERT

of the Secured Indebtedness, termination of the other provisions hereof, and exercise by Mortgagee of the power of sale herein contained.

12. That all of the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of Mortgagee and its successors and assigns. As used in this mortgage, the term "Mortgagors" also means "Mortgagors, or any of them"; the singular includes the plural, and vice versa; and the use of one gender includes all other genders. The obligations of Mortgagors hereunder are joint and several. The provisions of this mortgage and of the note or notes secured hereby are severable, and the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee under any other agreement, at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this mortgage. This mortgage also constitutes a financing statement, and a carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the Secured Indebtedness (including, without limitation, all extensions, renewals and increases of the original indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and covenants by them herein agreed to be done or performed in strict accordance with the tenor and effect thereof, and if there is no outstanding commitment or agreement by Mortgagee to make advances, incur obligations or otherwise give value under any agreement, including, without limitation, agreements providing for future advances, open-end, revolving or other lines of credit, or letters of credit, then and in that event only this conveyance and the security interest herein granted shall be and become null and void (except the agreements of indemnity made in paragraph 11, above, which shall survive termination of this mortgage); but should default be made in the payment when due (whether as originally scheduled or upon acceleration of maturity) of the Secured Indebtedness or any part thereof or any renewals, extensions or increases thereof or any interest thereon or should default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or should the interest of Mortgagee in the Mortgaged Property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or should a petition to condemn all or any part of the Mortgaged Property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the Secured Indebtedness or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the Mortgaged Property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of Secured Indebtedness be declared invalid or unenforceable by any court of competent jurisdiction, or if any of the Mortgagors is a corporation and should any owner of the voting stock of such corporation sell or otherwise transfer 5% or more of the outstanding voting stock of such corporation to any other person or entity, or if any of the Mortgagors is a limited liability entity (LLC, LLP, or other limited liability entity formed or recognized under the laws of the State in which the Property is located) and should any member or partner of said limited liability entity sell, assign or convey 5% or more of the capital interest in and to said entity, or if any Mortgagor shall be a partnership (general or limited) and should the partnership dissolve or should any general partner of such partnership withdraw, be replaced by the limited partners, die or become incompetent, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the Secured Indebtedness, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the Mortgaged Property and after or without taking such possession to sell the same (or such part or parts thereof as Mortgagee may from time to time elect to sell) at the front or main door to the courthouse of the County (or the division thereof) where said property, or any substantial and material part of said property, is located, at public outcry for cash, after first giving notice of the description of the property to be sold and the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in the county or counties in which the property to be sold is located (or if no newspaper is published in any such county, then in a newspaper published in an adjoining county); and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. Mortgagee shall apply the proceeds of any sale or sales under this mortgage as follows: First, to the expenses of advertising, selling, preparing the property for sale, and conveying, including reasonable attorneys' fees (including attorneys' fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenging the right of Mortgagee to foreclose this mortgage or sell any of the Mortgaged Property under this mortgage and attorneys' fees incurred in connection with any appeal); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the Secured Indebtedness and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the Mortgaged Property at any sale hereunder. Mortgagors hereby waive any requirement that the Mortgaged Property be sold in separate tracts and agree that Mortgagee may, at its election, sell said property en masse regardless of the number of parcels hereby conveyed. The power of sale granted herein is a continuing power and shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all of the indebtedness and other obligations secured hereby have been satisfied in full. And upon the occurrence of any such event described above, with respect to all of the Mortgaged Property which is personal property, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the

 RM

20060428000200520 5/6 $1106.00
Shelby Cnty Judge of Probate,AL
04/28/2006 04:25:47PM FILED/CERT

Alabama Uniform Commercial Code, and shall have, without limitation, the right to take possession of any of the property herein transferred which is personal property and, with our without taking possession thereof, to sell the same at one or more public or private sales, or to proceed as to both the real property and personal property in accordance with Mortgagee's rights and remedies in respect of the real property, at the election of Mortgagee. At Mortgagee's request, Mortgagors agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagors hereby waive, to the extent permitted by law, any requirement of a judicial hearing and notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held and agree that any required notice which cannot be waived shall be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address set forth above, or such other address as Mortgagors shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her signature and seal, this 24th day of ~~January 2004~~ April, 2006.

RM Properties, LLC
An Alabama Limited Liability Company

By: Ronnie Morton
Ronnie Morton
Its: Manager

STATE OF ALABAMA)
: **ACKNOWLEDGMENT**
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Ronnie Morton, whose name is signed to the foregoing instrument as Manager of RM Properties, LLC, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date on behalf of and as the duly authorized act of said RM Properties, LLC..

Given under my hand and official seal this the 24th day of ~~January 2004~~. April, 2006.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

HARRY W. GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES MAR. 1, 2008

20060428000200520 6/6 $1106.00
Shelby Cnty Judge of Probate,AL
04/28/2006 04:25:47PM FILED/CERT

Exhibit "A"

Legal Description

A tract of land located in Sections 26 and 27, Township 20 South, Range 4 West, of the Huntsville, Principal Meridian, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of Section 26; thence east along the northern boundary of Section 26, 170 feet, more or less, to the centerline of the Norfolk Southern Railway, said point being the **point of beginning** of a tract of land herein described; thence continue east along the northern boundary of Section 26, 225 feet, more or less, to the centerline of Shelby County Road # 93; thence south and southeasterly along the centerline of County Road # 93, 1740 feet, more or less, to the centerline of Hurricane Creek; thence south and southwesterly along the centerline of Hurricane Creek to a point 215.0 feet north of the southern boundary of the South-West quarter of the North-West quarter of Section 26; thence west and parallel to the southern boundary of the South-West quarter of the North-West quarter of Section 26 and the South-East quarter of the North-East quarter of Section 27 to a point on the west boundary of the South-East quarter of the North-East quarter of Section 27, said point being 215.0 feet north of the Southwest corner of said quarter-quarter; thence north along the west boundary of the South-East quarter of the North-East quarter of Section 27, 400 feet, more or less, to the centerline of the Norfolk Southern Railway; thence northeasterly 900 feet, more or less, along the centerline of the Norfolk Southern Railway to the north boundary of the South-East quarter of the North-East quarter of Section 27; thence east 800 feet, more or less, along the north boundary of the South-East quarter of the North-East quarter of Section 27 to the Southwest corner of the North-West quarter of the North-West quarter of Section 26; thence north 1100 feet, more or less, along the west boundary of the North-West quarter of the North-West quarter of Section 26 to the centerline of the Norfolk Southern Railway; thence northeasterly along the centerline of said railway to the **point of beginning**.