

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagors (last name first):

Valley Distributors, Inc.,

James W. Adams and wife,

B. Catherine Adams

Mailing Address

Mortgagee:

 First Commercial Bank

Post Office Box 11746

Birmingham, Alabama 35202-1746

This instrument was prepared by:

Thomas A. Ansley, Esq.

Haskell Slaughter & Young

800 First National-Southern Natural Bldg
Birmingham, Alabama 35209

THE STATE OF ALABAMA

SHELBY

County

KNOW ALL MEN THESE BY THESE PRESENTS: That whereas Valley Distributors, Inc.,
James W. Adams and B. Catherine Adams

have become justly indebted to FIRST COMMERCIAL BANK
with offices in Birmingham, Alabama, (together with its successors and assigns,
hereinafter called "Mortgagee") in the sum of Three Hundred Seventy-Five Thousand
-----Dollars (\$375,000.00)

together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date is 20 years
or longer, indicate the maturity date.)

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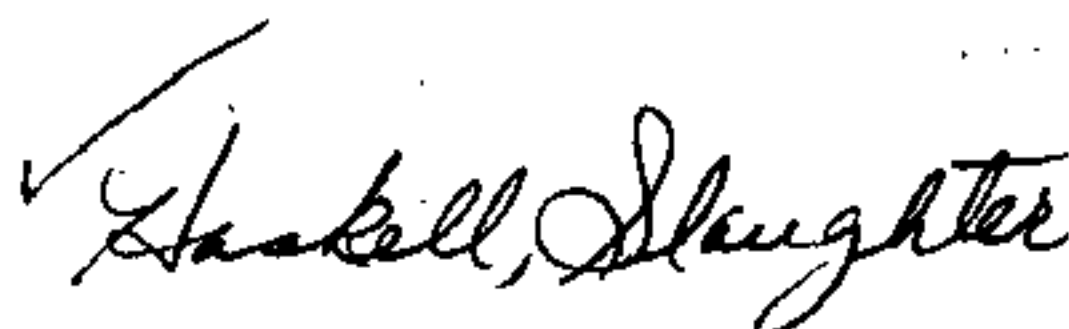
NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and
any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or
hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or
indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure
compliance with all the covenants and stipulations hereinafter contained, the undersigned

(whether one or more, hereinafter called
"Mortgagors") do hereby assign, grant, bargain sell and convey unto Mortgagee the following described real property situated
in Shelby County, State of Alabama, viz:

SOURCE OF TITLE: _____

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

The Mortgagors do not reside on the above-described property or claim it as homestead.



together with all rights and other revenues thereof and all appurtenances thereto belonging or in anywise appertaining, 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, sprinkling, smoke, fire, and intrusion detection devices, 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, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

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

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, 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, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, 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, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors 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 and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed upon the mortgaged property, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall 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 constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against 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, with loss, if any, payable to Mortgagee, 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 shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance 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 (but Mortgagee is not obligated to do so) for its insurable value 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 such insurance 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. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. 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 that 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 (but Mortgagee is not obligated to do so). 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.

6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens 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, 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 indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or 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.

8. That those mortgagors who are obligated to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

9. That if default shall be made in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions of this mortgage, Mortgagee may proceed to collect the rent, income and profits from the mortgaged property, either with or without the appointment of a receiver (to which appointment Mortgagors hereby consent), and Mortgagee may notify the lessees or other payors thereof to make payment directly to Mortgagee. Any rents, income and profits shall be paid by Mortgagors to Mortgagee, less the costs of collecting the same, including any real estate or personal property taxes, commissions, and

THE STATE OF ALABAMA,

JEFFERSON COUNTY

INDIVIDUAL ACKNOWLEDGMENT

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

James W. Adams and his wife, B. Catherine Adams

whose name s 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 15 day of DECEMBER, 19 26

(Notarial Seal)

Notary Public

THE STATE OF ALABAMA,

JEFFERSON COUNTY

INDIVIDUAL ACKNOWLEDGMENT

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

whose name signed to the foregoing conveyance and who known to me, acknowledged before me on this day

that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this day of , 19

(Notarial Seal)

Notary Public

THE STATE OF ALABAMA,

JEFFERSON COUNTY

CORPORATE ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. W. Adams

whose name as President

of the VALLEY DISTRIBUTORS, INC., 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 15 day of DECEMBER, 19 26

(Notarial Seal)

Notary Public

PLEASE RETURN

TO

First Commercial Bank
BIRMINGHAM, ALABAMA

REAL ESTATE
MORTGAGE
AND SECURITY
AGREEMENT

THE STATE OF ALABAMA,

COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

filed in this office for record on the

day of , 19

at o'clock M., and duly record in

Volume of Mortgages, at page

, and examined.

Judge of Probate.

" EXHIBIT A "

PARCEL I:

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of said 1/4 - 1/4 Section; thence in an Easterly direction along the North line of said 1/4 - 1/4 Section, a distance of 470.20 feet to the point of beginning; thence continue along last described course, a distance of 31.24 feet; thence 42 degrees 06 minutes 46 seconds right, in a Southeasterly direction a distance of 244.75 feet to a point on a curve having a radius of 50 feet, last described course being radial to said curve; thence in a Southwesterly direction along the arc of said curve to the left, a distance of 23.90 feet; thence 39 degrees 19 minutes 16 seconds right from line tangent to said curve in a Southwesterly direction a distance of 197.05 feet; thence 104 degrees 30 minutes right, in a Northwesterly direction, a distance of 271.40 feet; thence 71 degrees 40 minutes 30 seconds right, in a Northeasterly direction a distance of 74.50 feet to the point of beginning.

PARCEL II:

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, more particularly described as follows: Commence at the N.W. Corner of said 1/4 - 1/4 Section and run thence in an Easterly direction along the Northerly line of said 1/4 - 1/4 Section a distance of 501.44 feet to point of beginning; thence continue along last described course, a distance of 396.00 feet; thence 89 degrees 19 minutes 08 seconds right in a Southerly direction a distance of 82.27 feet; thence 54 degrees 43 minutes 51 seconds right in a Southwesterly direction a distance of 163.39 feet to a point on a curve, having a radius of 50 feet; thence 103 degrees 01 minute 59 seconds right to tangent to said curve and in a Northwesterly direction along the arc of said curve to the left, a distance of 100.33 feet; thence in a Northwesterly direction along a line radial to said curve a distance of 244.75 feet to the point of beginning. Situated in Shelby County, Alabama.

PARCEL III:

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, more particularly described as follows: Commence at the NW corner of said 1/4 - 1/4 section; thence in an Easterly direction along the Northerly line of said 1/4 - 1/4 section, a distance of 897.44 feet; thence 89 degrees 19 minutes 08 seconds right, in a southerly direction a distance of 82.27 feet to the point of beginning; thence continue along last described course a distance of 238.06 feet; thence 1 degree 38 minutes 39 seconds left, in a southerly direction, a distance of 51.80 feet; thence 91 degrees 43 minutes 56 seconds, right in a westerly direction, a distance of 125.37 feet to a point on a curve, having a radius of 154.38 feet and a central angle of 20 degrees 45 minutes 26 seconds; thence 90 degrees right a tangent to said curve, and in a northwesterly direction along the arc of said curve to the left a distance of 55.93 feet; thence in a northwesterly direction along a line tangent to said curve, a distance of 59.29 feet to the beginning of a curve to the right having a radius of 25 feet and a central angle of 70 degrees 31 minutes 44 seconds; thence in a northeasterly direction along arc of said curve a distance of 30.77 feet to the beginning of a curve to the left having a radius of 50 feet and a central angle of 72 degrees 05 minutes 45 seconds; thence in a northerly direction along said curve to the left a distance of 62.92 feet; thence 76 degrees 58 minutes 01 second right from tangent to said curve, in a northeasterly direction, a distance of 163.39 feet to the point of beginning of beginning; being situated in Shelby County, Alabama.

" EXHIBIT A "

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STATE OF ALA. SHELBY CO.
I DEPOSE THAT
INSTRUMENT WAS FILED

1986 DEC 15 PM 4:01

Thomas H. Williams, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		562.50
3. Recording Fee		20.00
4. Indexing Fee		1.00
TOTAL		583.50