

MORTGAGEE'S WAIVER AND CONSENT

Central State Bank
(Mortgagee)

P. O. Box 180
(Address)

Calera, Alabama 35040
(City & State)

X October 30, 1993
(Date)

TO: First Alabama Bank Leasing Division
LESSOR

Whereas the above lessor has entered into a lease contract with Higginbotham Oil Company, Inc.
Lessee, dated _____ for the rental of _____

See attached Equipment Schedule
(Full description of rented items)

hereinafter referred to as the "Equipment" now or to be installed or kept at: _____

11843 Hwy. 25, Calera, Alabama 35040

(Full local address of equipment location, including city & state)

the undersigned mortgagee of the said premises, in consideration of the said contract and the delivery of said "Equipment" to the Lessee by these presents, consents to said installation and does waive and relinquish unto the Lessor and assigns, all right of levy for rent or mortgage payments and all claims and demands of every kind against the said "Equipment" now or to be installed under said contract. The undersigned mortgagee also disclaims any ownership or other interest in subject equipment and in other equipment that may be added from time to time, even though said equipment may become attached to the real property or become a fixture thereof. This waiver is to continue until full compliance by the Lessee with all the terms and conditions of said contract. The undersigned agrees that said "Equipment" shall not become part of the free-hold and may be removed or repossessed by the Lessor and assigns at any time without liability to Lessor.

WITNESS my (our) hand(s) and seal(s) the day and year above written.

Mortgagee: Central State Bank

X By: William M. Schroeder
William M. Schroeder
X Its: President and Chairman

Signed, sealed and delivered in the presence of:

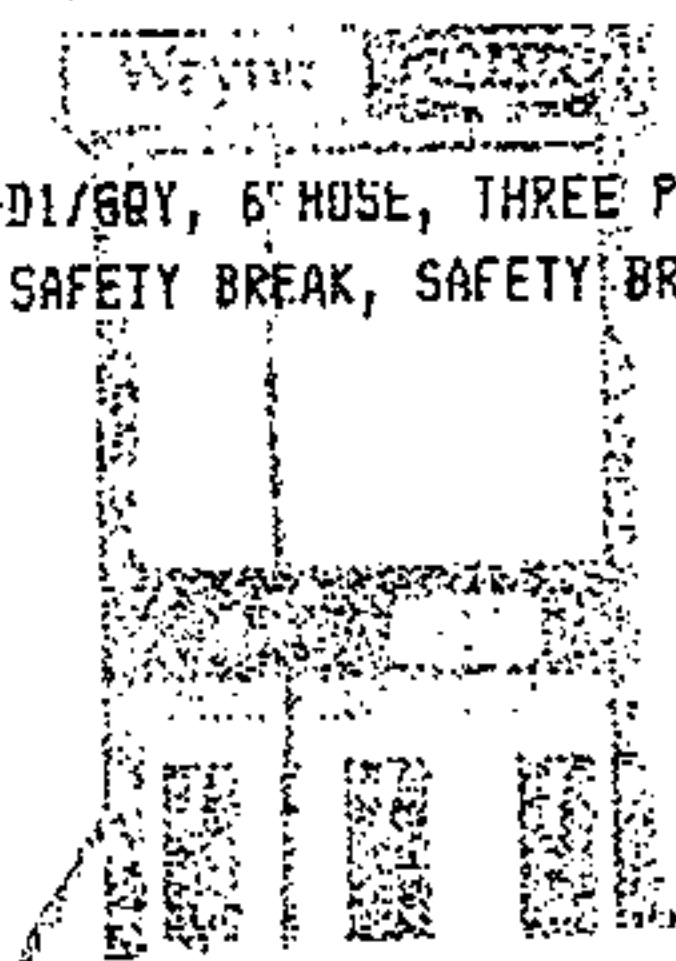
Paula D. Sale
12/13/1993-39860
12:50 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NJS 13.50
MY COMMISSION EXPIRES AUGUST 14, 1997

09863-6661
Inst # 1993-39860

Equipment Schedule

Higginbotham Oil Company
11843 Hwy 25
Calera, AL 35040

- 1 DRESSER WAYNE/V490-D1/60Y 0 HOSE, FOUR PRODUCT
DISPENSER WITH NOZZLE, HOSE, SAFETY BREAK, SAFETY BREAK
HOSE AND VALANCE
- 3 DRESSER WAYNE/V390-D1/60Y, 6 HOSE, THREE PRODUCT DISPENSER
WITH NOZZLE, HOSE, SAFETY BREAK, SAFETY BREAK HOSE
AND VALANCE.



LANDLORD'S WAIVER AND CONSENT

228 Hwy 310

Address

Calera, AL 35040

City & State

10/28/93

Date

TO: First Alabama Bank

LESSOR

Whereas the above lessor has entered into a lease contract with Higginbotham Oil Company, Inc.

Lessee, for the rental of (1) Dresser Wayne/Y490 DI/GAY 8 Hose, Four Product Dispenser w/Nozzle,
Hose, Safety Break, Safety Break Hose and Valance;
(3) Dresser Wayne/Y390-DI/GAY 6 Hose, Three Product Dispenser w/Nozzle,
Hose, Safety Break, Safety Break Hose and Valance

hereinafter referred to as the "Equipment" now or to be installed or kept at:

11843 Hwy 25 Calera, AL 35040

(Full local address of equipment location, including city & state)

the undersigned landlord of the said premises, in consideration of the said contract and the delivery of said "Equipment" to the Lessee by these presents, consents to said installation and does waive and relinquish unto the Lessor and assigns, all right of levy for rent or mortgage payments and all claims and demands of every kind against the said "Equipment" now or to be installed under said contract. This waiver is to continue until full compliance by the Lessee with all the terms and conditions of said contract. The undersigned landlord also disclaims any ownership or other interest in subject equipment and in other equipment that may be added from time to time, even though said equipment may become attached to the real property or become a fixture thereof. The undersigned agrees that said "Equipment" shall not become part of the real estate owned by landlord and may be removed and repossessed by the Lessor and assigns at any time without any liability to Lessor.

WITNESS my (our) hand(s) and seal(s) the day and year above written.

Kermit H. Raber

Landlord

Signed and delivered in the presence of:

Donald M. Raber

MY COMMISSION EXPIRES 1-15-96

Inst # 1993-39860

12/13/1993-39860
12:50 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 KJS 13.50