STATE OF ALABAMA)

COUNTY OF Shelby)

MORTGAGE AND SECURITY AGREEMENT

("Mortgage")

Inst # 1993-40964

This document is also a financing statement filed as a fixture filing pursuant to Ala. Code § 7-9-402(6) (1975), and should be indexed in the index of financing statements under the names of Mortgagor, as debtor, and Mortgagee, as secured party.

☒ (Check box if applicable) This Mortgage is a "construction mortgage" within the meaning of such term in Ala. Code § 7-9-313(1)(c) (1975) and Ala. Code § 7-9-313(6) (1975).

KNOW ALL MEN BY THESE PRESENTS: That whereas

19931221000409641 Pg 1/4 .00
Shelby Cnty Judge of Probate,AL
12/21/1993 11:23:29 FILED/CERTIFIED

Don Martin Construction Co., Inc.

has become justly indebted to **FIRST ALABAMA BANK,** an Alabama banking corporation, whose address is 417 20th Street, North Birmingham, Alabama 35202 (the "Mortgagee"), in the principal sum of ----------One Hundred One Thousand Nine Hundred Twenty Five and No/100-------- ($ 101,925.00) Dollars, together with interest thereon, as evidenced by one or more promissory notes, guaranties or other documents delivered to, or letters of credit issued by, Mortgagee;

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness (including any future advances) and any renewal or extensions thereof and any other indebtedness 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, or otherwise secured or not (except a principal dwelling shall not secure any such other indebtedness incurred for personal, family, or household purposes unless a right of rescission has been given or the transaction is otherwise exempt from federal regulations applicable to consumer credit), and to secure compliance with all of the covenants and stipulations hereinafter contained,

Inst # 1994-04171

Don Martin Construction Co., Inc.

02/08/1994-04171
09:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MJS 17.00

(whether one or more, the "Mortgagor") does hereby grant, bargain, sell and convey unto Mortgagee the real property situated in Shelby County, State of Alabama, that is described below or in an attachment or exhibit hereto:

Lot 68, according to the survey of Kentwood, 1st Addition, as recorded in Map Book 17 page 13 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

THIS MORTGAGE IS BEING RERECORDED FOR THE PURPOSE OF CORRECTING THE PAGE OF S/D RECORDING FROM PAGE 13 TO PAGE 113. DWM

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Together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements (collectively, the "Property"), also together with all rights, title and interests now or hereafter owned by Mortgagor in and to all buildings and improvements, windows, doors, heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling systems, detection devices and other equipment and fixtures now or hereafter attached or appertaining to the Property (collectively, the "Improvements").

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 any future advances), Mortgagor hereby assigns and transfers to Mortgagee, and grants to Mortgagee a security interest in, all building materials, equipment, fixtures and fittings of every kind or character that improve or are intended to improve the Property, including, without limitation, all lumber, bricks, building blocks, sand, cement, roofing materials, paint, doors, windows, nails, wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment, electrical and gas equipment, pipes, decorative fixtures, and in general all building materials, equipment and appliances of every kind and character, wherever located or stored, and whether now owned or hereafter acquired by Mortgagor (collectively, the "Personal Property"); provided, however, that for any consumer credit obligation secured hereby, Mortgagee waives any non-purchase money security interest in "household goods" as defined in federal regulations applicable to unfair or deceptive credit practices and further waives any security interest in "consumer goods" purchased more than twenty (20) days after Mortgagee gives value. The Property, the Improvements and the Personal Property are hereinafter collectively called the "Mortgaged Property."

And for the purpose of further securing the payment of said indebtedness Mortgagor warrants, covenants and agrees with Mortgagee, its successors and assigns as follows:

1. Mortgagor is lawfully seized in fee simple and possessed of the Mortgaged Property and has a good right to convey the same as aforesaid. The Mortgaged Property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned. Mortgagor will warrant and forever defend the title to the Mortgaged Property against the claims of all persons whomsoever.

2. Mortgagor shall pay all taxes and assessments upon the Mortgaged Property, as well as all other liens or mortgages taking priority over this Mortgage. If the Mortgaged Property or any part thereof is a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's 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 any related documents.

P.O. Box 1224?

3. Mortgagor shall keep 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 and wind (including so-called extended coverage), and other hazards as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least 10 days notice to Mortgagee of cancellation of such insurance, and shall deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and shall pay the premiums therefor as the same become due. Mortgagor shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagor or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagor. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the Mortgaged Property from any cause whatsoever. If Mortgagor fails to keep the Mortgaged Property insured as above specified, Mortgagee, in its sole discretion, may insure the Mortgaged Property for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagee. The proceeds of any such insurance shall be paid by the insurer to Mortgagee, and Mortgagee is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Any such insurance proceeds, if collected, may either be credited on the indebtedness secured by this Mortgage, less cost of collection, or used in repairing or reconstructing any portion of the Mortgaged Property, as Mortgagee may elect. No application of insurance proceeds received by Mortgagee shall extend or postpone the due date of any installment payments due from Mortgagor or reduce the amount of any such installment payments.

4. Mortgagee, in its sole discretion, may require Mortgagor to establish an escrow account for the payment of all real estate taxes, assessments and other similar charges against the Mortgaged Property or any part thereof, as well as premiums of insurance, all in amounts which Mortgagee deems sufficient to pay the same when due and otherwise in accordance with any applicable statutes or regulations. Such deposits shall not be segregated from other funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereto. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are required to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments, insurance, and similar charges.

5. Mortgagor shall take good care of the Mortgaged Property and shall not commit or permit any waste thereon or thereto, and shall keep the same repaired and at all times shall maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagor fails to make repairs to the Mortgaged Property, Mortgagee, in its sole discretion, may make such repairs at Mortgagor's expense. Mortgagee, its agents and employees, may enter the Mortgaged Property at any reasonable time for the purpose of inspecting or repairing any portion of the Mortgaged Property. Any such inspection or repair shall be for the Mortgagee's benefit only. Mortgagor hereby assigns and transfers to Mortgagee all claims, actions and all proceeds received by Mortgagor as a result of defects, structural or otherwise, in the Improvements.

6. 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 Mortgagor, or to make repairs to any portion of the Mortgaged Property (i) shall be payable at once without demand upon or notice to any person, (ii) shall bear interest at the highest rate of interest payable on the principal sum of any document evidencing the indebtedness secured hereby, or if no such rate of interest is specified or if the rate specified therein would be unlawful, at the highest rate per annum permitted by law from the date of payment by Mortgagee, (iii) shall become a debt due Mortgagee additional to the indebtedness herein described, and (iv) shall be secured by this Mortgage.

7. No delay or failure of Mortgagee to exercise any option to declare the maturity of any indebtedness secured by this Mortgage shall be a waiver of the right to exercise such option, either as to past or present defaults on the part of Mortgagor, and the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagor that no terms or conditions contained in this Mortgage can be waived, altered, or changed except as evidenced in writing signed by Mortgagee and Mortgagor.

8. All indebtedness hereby secured shall be paid and discharged as it shall become due and payable, whether now existing or hereafter incurred.

9. If default shall be made in the payment of any of the indebtedness secured by this Mortgage, or in the performance of any of the terms or conditions hereof, Mortgagee, without notice to Mortgagor, 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 Mortgagor hereby consents), and Mortgagee may notify the lessees or other payors thereof to make payment directly to Mortgagee. Any rents, 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 and expenses incurred, may be applied to the reduction of the indebtedness secured by this Mortgage in such order and manner as Mortgagee may elect.

10. If all or any part of the Mortgaged Property or any interest therein is sold, assigned, transferred or conveyed by Mortgagor without Mortgagee's prior written consent, then in any such event Mortgagee, in its sole discretion, may declare all indebtedness secured hereby to be immediately due and payable without notice to Mortgagor. Mortgagee may withhold consent in its sole discretion, or condition its consent to any transfer of possession of, or an interest in, the Mortgaged Property upon (i) the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured hereby or to adjust the payment schedule of all or any part of the indebtedness secured hereby, (ii) Mortgagee's approval of the creditworthiness of the transferee, and (iii) the transferee's payment to Mortgagee of a reasonable transfer or assumption fee, and payment of all recording fees and mortgage taxes.

11. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (including any damage or taking by any governmental authority or any other authority authorized by the laws of Alabama or the United States of America, or any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, in Mortgagee's sole discretion, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses including, without limitation, attorney's fees and expenses, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such order and manner as Mortgagee shall elect, to the reduction of the indebtedness secured by this Mortgage. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any condemnation compensation, awards, damages, rights of action and proceeds as Mortgagee may require.

12. The Mortgaged Property is in compliance, and Mortgagor shall in the future comply and cause the Mortgaged Property to comply, with all applicable federal, state and local environmental laws, ordinances, and regulations (collectively, the "Environmental Laws"). There are no pending claims or threats of pending claims against Mortgagor or the Mortgaged Property by private, governmental or administrative authorities relating to environmental impairment or Environmental Laws. Mortgagor shall not use the Mortgaged Property in a manner which will result in any non-complying disposal or release of any solid waste, hazardous waste, hazardous substance, or other contaminant (all as defined in the Environmental Laws) (collectively, "Hazardous Materials") in, on or under the Mortgaged Property, and covenants and agrees to keep, or cause the Mortgaged Property to be kept, free of any non-complying Hazardous Materials. The Mortgagee from time to time may inspect, test and sample the Mortgaged Property for compliance with Environmental Laws and may add the cost of same to the principal balance of the indebtedness secured hereby. Mortgagor agrees that Mortgagee, in its sole discretion, may submit a copy of any environmental report or test results to federal and state environmental agencies, or any other governmental agency having regulatory control over the Mortgaged Property. In response to the presence of any such non-complying Hazardous Materials in, on, or under the Mortgaged Property at any time, Mortgagor shall immediately take, at Mortgagor's sole expense, all remedial action required by the Environmental Laws or any judgment, consent decree, settlement or compromise with respect to any claims in connection therewith. If Mortgagor fails to take such remedial action, Mortgagee, in its sole discretion, may take such remedial action and add any and all costs in connection therewith to the principal balance of the indebtedness secured hereby. Mortgagor shall immediately notify Mortgagee in writing of: (i) the discovery of any such non-complying Hazardous Materials in, on, or under the Mortgaged Property; (ii) any knowledge by Mortgagor that the Mortgaged Property does not comply with any Environmental Laws; (iii) any Hazardous Materials claims or complaints; and (iv) the discovery by Mortgagor of any occurrence or condition on any real property adjoining the Mortgaged Property that is likely to cause the breach of the Environmental Laws as to the Mortgaged Property or any part thereof. Mortgagor shall defend, indemnify and hold Mortgagee and its directors, officers, agents and employees harmless from and against all claims, demands, causes of action, liabilities, losses, costs and expenses (including, without limitation, costs of suit, reasonable attorney's fees, fees of expert witnesses, consultants' fees, and costs of any environmental investigations, assessments or other corrective action) arising from or in connection with (i) the presence in, on or under the Mortgaged Property of any Hazardous Materials, or any release or discharge of any Hazardous Materials in, on, under or from the Mortgaged Property, and (ii) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to or during the term hereof, and whether by Mortgagor or any predecessor in title or any officers, employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or any third persons at any time occupying or present on the Mortgaged Property, in connection with the [illegible] transport or disposal of any Hazardous Materials at any time located or present on or under the Mortgaged Property, [illegible] breach of any representation, warranty or covenant [illegible]. The foregoing indemnity [illegible] to the

contamination [illegible] undertaken in compliance with Environmental Laws or other applicable laws, regulations, [illegible] underground storage tanks or aboveground storage tanks on the Mortgaged Property [illegible] covenants and agrees to provide Mortgagor with a copy of any and all correspondence, [illegible] relating to the Mortgaged Property submitted by Mortgagor to any federal or state environmental [illegible] regulatory control over the Mortgaged Property, and further covenants and agrees to provide [illegible] vironmental inspections and test results conducted in, on, or under the Mortgaged Property. [illegible] be solely for Mortgagee's benefit.

13. All the covenants and agreements of Mortgagor herein contained shall extend to and bind [illegible] cessors and assigns, and such covenants and agreements and all options, rights, privileges and powers [illegible] shall inure to the benefit of the successors or assigns of Mortgagee. The representations, warranties, [illegible] Mortgagor contained herein shall survive the satisfaction of this Mortgage and shall remain in full force and effect [illegible] Mortgage and any documents evidencing the indebtedness secured hereby are severable, and the invalidity or unenforceability [illegible] Mortgage or of any of said documents shall not affect the validity and enforceability of the other provisions [illegible] The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee [illegible] remedies may be exercised concurrently or consecutively. Time is of the essence [illegible]

14. This Mortgage is and shall be deemed a security agreement as defined in the Alabama Uniform Commercial Code [illegible] sonal Property described herein. Mortgagor agrees to execute and deliver on demand such other [illegible] documents as Mortgagee may reasonably request in order to perfect its security interest [illegible] Personal Property. On demand, Mortgagor will promptly pay all costs and expenses of filing [illegible] releases, and termination statements deemed necessary or appropriate by Mortgagee to establish and maintain [illegible] the security interest of Mortgagee hereby granted, or any modification thereof, and all [illegible] by Mortgagee. A copy of this Mortgage may be filed as a financing statement in any public office.

15. The indebtedness hereby secured shall at once become due and payable and this Mortgage subject to [illegible] tion of Mortgagee when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt [illegible] on which such statement is based, provided that said statement of lien is not otherwise satisfied by Mortgagor or bonded [illegible] gagee within three (3) business days after the date of filing.

UPON CONDITION, HOWEVER, that if any and all indebtedness hereby secured (which in addition to the principal sum set forth above with interest thereon shall include renewals and extensions thereof and all future advances, payment of taxes and insurance, the satisfaction of prior encumbrances, and any other indebtedness owed to Mortgagee before the satisfaction of this Mortgage) is fully paid as it shall become due and payable, and Mortgagor does and performs all covenants and stipulations by it or them herein agreed to be done according to the tenor and effect hereof, then and in that event only, this conveyance and the security interest herein granted shall be and become null and void.

SHOULD DEFAULT be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by Mortgagee under the authority of any of the provisions of this Mortgage, or should the interest of Mortgagee in the Mortgaged Property become endangered by reason of the enforcement of any lien or encumbrance thereon, or should a petition to condemn any part of the Mortgaged Property be filed by any authority, person or entity having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this Mortgage or the indebtedness hereby secured, 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 stipulations and covenants contained in this Mortgage or in any documents evidencing the indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagor 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 indebtedness hereby secured, 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 Mortgagor, and Mortgagee shall have the right to enter upon and take possession of the Property and Improvements and after or without taking such possession to sell the same before the County Court House door considered the front or main door to the County Court House in the county or division of the county where the Property, or any substantial part of the Property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three successive weeks prior to said sale in some newspaper published in said county; and upon the payment of the purchase price, Mortgagee, or owner of the indebtedness and this Mortgage, or auctioneer at said sale, is authorized to execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the Property and Improvements, or any part thereof, sold.

Upon the occurrence of any event that would subject this Mortgage to foreclosure, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the Personal Property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagor agrees to assemble the Personal Property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagor agrees that notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of the Personal Property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagor or mailed to Mortgagor at the address set forth herein or such other address as Mortgagor shall have furnished to Mortgagee in writing for the purpose, not less than seven days before the date of such sale or other intended disposition of the Personal Property.

Mortgagee shall apply the proceeds of any sale or sales under this Mortgage as follows: First, to the expense of advertising, selling and conveying (including a reasonable attorney's fee incurred by Mortgagee in connection therewith or in connection with any proceeding whatsoever, whether bankruptcy or otherwise, seeking to enjoin or stay the foreclosure of this Mortgage, or otherwise challenging the right of Mortgagee to foreclose this Mortgage); second, to the payment of any amounts that may have been expended or that may be appropriate to expend in paying insurance, taxes, assessments, and other liens and other mortgages, and in making repairs to the Mortgaged Property or any portion thereof, together with interest thereon; third, to the payment of the indebtedness hereby secured and late charges and interest thereon in such order as Mortgagee may elect, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to Mortgagor or to whomever then appears of record to be the owner of any of Mortgagor's interest in the Mortgaged Property, including without limitation, any subordinate lienholder. Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder. Mortgagor hereby waives any requirement that the Property and Improvements be sold in separate tracts and agrees that Mortgagee, in its sole discretion, may sell the Property and Improvements en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s) and seal(s), or has caused this Mortgage to be executed by its or their duly authorized officer or representative, this 16 day of December, 19 93.

This document was prepared by:

Louise D. Holland

Commercial Loans/Real Estate

MORTGAGOR:

Don Martin Construction Co., Inc. (SEAL)

By: [signature] (SEAL)

Donald W. Martin, President

By: ____________________

Its: ____________________

Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE

BOOK

1993122100040964 1 Pg 4/4 .00
Shelby Cnty Judge of Probate,AL
12/21/1993 11:23:29 FILED/CERTIFIED

CERTIFICATE

State of Alabama)
_______________ County)

In compliance with Ala. Code § 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of indebtedness presently incurred is _______________ upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advance is paid into the appropriate Judge of Probate office not later than the September hereafter or a document evidencing such advance is filed for record in the above said office, with the mortgage tax and fee applicable thereto paid.

Mortgagor: _______________
Date, Time and Volume and
Page of recording as shown hereon.

Mortgagee: First Alabama Bank

Inst # 1993-40964

By _______________

Title _______________

12/21/1993-40964
11:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF _______________)

I, _______________, a Notary Public in and for said County, in said State, hereby certify that _______________, whose name 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, _______________ executed the same voluntarily on the day the same bears date.

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

Inst # 1994-04171

02/08/1994-04171
09:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MJS 17.00

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF _______________)

I, _______________, a Notary Public in and for said County, in said State, hereby certify that _______________, whose name 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, _______________ executed the same voluntarily on the day the same bears date.

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

____
Notary Public
My commission expires: _______________

CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald W. Martin, whose name as President of Don Martin Construction Co., 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 said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this 16 day of December, 1993.

Louise D. Sellers

Notary Public MY COMMISSION EXPIRES FEBRUARY 26, 1997
My commission expires: _______________

RETURN TO:

MORTGAGE
AND
SECURITY AGREEMENT

THE STATE OF ALABAMA,

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 recorded in Volume ___ of Mortgages, at page ___

Judge of Probate

First Alabama Bank