



C.S.I.

MULTIFAMILY • MALL
COMMERCIAL • INDUSTRIAL
CONSTRUCTION SERVICES
SPECIALTY CONTRACTOR
GENERAL CONTRACTOR

PROMISSORY NOTE

Inst # 1994-18623


06/09/1994-18623
03:48 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 491.00

FOR VALUE RECEIVED in the form of labor and materials furnished by CHEM S.I., Inc. dba/ CSI during the construction of the primary residence of Dewey C. Green at the following described location:

Lot 13, Oldham Station Subdivision, Shelby County, Alabama,
104 Talmadge Drive, Pelham, Alabama 35124

the undersigned jointly and severally promises to pay to the order of CHEM S.I., Inc. dba/CSI, the sum of Three Hundred Twenty Thousand Dollars (\$320,000.00), together with interest of 0.00% per annum on the unpaid balance.

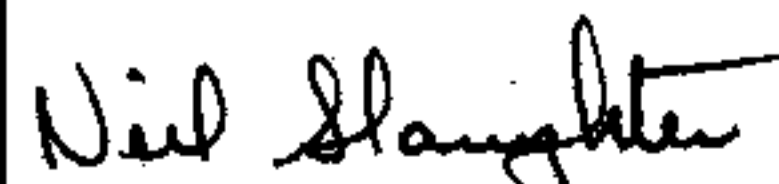
Signed under seal this 7 day of December, 1993.


(Signature of Mr. Dewey C. Green)

Sworn to and subscribed before me
this 7 day of December,
1993.


(Signature of Notary Public)

Notary's Name Neil E. Slaughter
My Commission Expires 2-29-94



CHEM S. I. INC. • 180 COMMERCE DRIVE • PELHAM, ALABAMA 35124 • 205-664-8880 • FAX 205-664-5507

CORPORATE OFFICE

REGIONAL OFFICES: ATLANTA, GEORGIA • TAMPA, FLORIDA • INDIANAPOLIS, INDIANA

EXHIBIT

THIS INSTRUMENT PREPARED BY (Name) Glenn E. Estess, Jr.
Spain, Gillon, Groves, Blain & Nettles
 (Address) 2117 Second Avenue, North, Birmingham, AL 35203

STATE OF ALABAMA }
 COUNTY OF SHELBY }

REAL ESTATE MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Mortgage." This document, which is dated September 7, 1993, will be called the "Mortgage."
- (B) "Borrower." Danny C. Goss, an unmarried man will sometimes be called "Borrower" and sometimes simply "I."
- (C) "Lender." Central Bank of the South will be called "Lender." Lender is a corporation or association which was formed and which exists under the laws of the State of Alabama or the United States. Lender's address is 101 South 20th Street, Birmingham, AL 35223.
- (D) "Note." The note signed by Borrower and dated September 7, 1993, will be called the "Note." The Note shows that I owe Lender Four Hundred Fifty Thousand and No/100 (450,000.00) Dollars, plus interest, which I have promised to pay in payments of principal and interest for fifteen (15) years with a final payment due on September 7, 2008. The final payment may be a balloon payment which may be refinanced from time to time.
- (E) "Property." The property that is described below in the section titled "Description Of The Property" will be called the "Property."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I grant, bargain, sell and convey the Property to Lender. This means that, by signing this Mortgage, I am giving Lender the rights that I have in the Property subject to the terms of this Mortgage. The Lender also has those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all amounts that I owe Lender as stated in the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property or Lender's rights in the Property;
- (C) Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph J below;
- (D) Pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to pay as a result of another loan from Lender or my guaranty of a loan to someone else by Lender (sometimes referred to as "Other Debts"); and
- (E) Keep all of my other covenants and agreements under this Mortgage and under the Note.

If I keep the promises and agreements listed in (A) through (E) above, this Mortgage and the transfer of my rights in the Property will become void and will end.

LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

If I fail to keep any of the promises and agreements made in this Mortgage or in the Note, Lender may require that I pay immediately the entire amount remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment in Full."

If I fail to make Immediate Payment in Full, Lender may sell the Property at a public auction. The public auction will be held at the front door of the courthouse in the county where the Property is located. The Lender or its attorney, agent or representative (the "auctioneer") may ask the Property in lots or parcels or as one unit as it sees fit at the public auction. The Property will be sold to the highest bidder, or it purchased by Lender, for credit against the balance due from Borrower.

Notice of the time, place and terms of sale will be given to the public by publishing the notice with a description of the Property once a week for three (3) consecutive weeks in a newspaper of general circulation in the county where the sale will be held. The Lender or auctioneer shall have the power and authority to convey by deed or other instrument all of my rights in the Property to the buyer (who may be the Lender) at the public auction, and use the money received to pay the following amounts:

- (1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees;
- (2) all amounts that I owe Lender under the Note and under this Mortgage; and
- (3) any surplus, that amount remaining after paying (1) and (2), will be paid to the Borrower or as may be required by law.

If the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Note and this Mortgage, I will promptly pay all amounts remaining due after the sale, plus interest at the rate stated in the Note. The Lender may buy the Property or any part or interest in the Property at the public auction.

DESCRIPTION OF THE PROPERTY

The Property is described in (A) through (C) below:

(A) The property which is located at 104 Tedwidge Drive, Pelham, AL 35124
 address
 This property is in Shelby County in the State of Alabama. It has the following legal description:

Lot 13, according to the Map and Survey of Oldham Station, as recorded in Map Book 14, page 64, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Inst # 1993-8880E

(If the property is a condominium, the following must be completed.) This property is part of a condominium project known as _____ (called the "Condominium Project") which includes my unit and all of my _____
 common elements of the Condominium Project.
 (B) All buildings and other improvements that are located on the property described in this section:

1994-18623

09/15/1994
 SHELBY COUNTY JUDGE OF PROBATE
 006 MCD 491.00

06/09/1994-18623
 03:48 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 MCD 491.00