

This instrument was prepared by

(Name) Courtney Mason & Associates, P.C.

(Address) 1904 Indian Lake Drive, Suite 100, Birmingham, Alabama 35244

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Envirobuild, Inc.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Fogle Enterprises, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum

of Two Hundred Four Thousand Six Hundred Twenty-One and 76/100ths
(\$ 204,621.76), evidenced by a note of even date.

Dollars

06/07/1995-14788
10:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOS NCD 325.55

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Envirobuild, Inc.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

See Attached Exhibit A for Legal Description

Mortgagors agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

The proceeds of this loan have been applied on the purchase of the herein described property.

Mortgagee shall agree to grant a partial release from this mortgage the roadways to be dedicated to Shelby County, Alabama once the exact location of said roads is determined and a specific request is made by mortgagor. The approximate location of said roadways are located on a proposed subdivision map prepared by R. C. Farmer & Associates which was available at the execution of this mortgage. Said proposed survey shows a plat date of 5/30/95.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Inst # 1995-14788

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To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes of assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned
Envirobuild, Inc.

have hereunto set its signatures and seal, this 1st day of June, 19 95
By: Gerd Anderson, President (SEAL)
By: Charles N. Sanders, Vice President (SEAL)
By: Roderick M. Nicholson, Secretary (SEAL)

THE STATE of _____ }
COUNTY }
I, _____, 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 _____
Notary Public.

THE STATE of Alabama }
Shelby }
I, _____ the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Gerd Anderson, Charles N. Sanders and Roderick M. Nicholson
whose names as Pres, Vice Pres. & Sec.,/ respectively of Envirobuild, 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 such 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 the 1st day of June, 19 95
COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES 3/5/99
_____, Notary Public

Return to:
TO
MORTGAGE DEED
THIS FORM FROM
lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

Exhibit A

PARCEL A:

A parcel of land situated in the SE 1/4 of Section 5, Township 21 South, Range 2 West, in Shelby County, Alabama, and being more particularly described as follows:

TO FIND the point of beginning, COMMENCE at the Southeast Corner of Section 5, Township 21 South, Range 2 West; THENCE South 87 degrees 42 minutes 42 seconds West, along the southerly boundary of the SE 1/4 of the SE 1/4 of said section a distance of 78.58 feet to a point; THENCE South 87 degrees 42 minutes 42 seconds West along the last described course, a distance of 261.26 feet to a point for the **POINT OF BEGINNING**; THENCE North 49 degrees 05 minutes 57 seconds West, a distance of 299.96 feet to a point; THENCE South 40 degrees 54 minutes 03 seconds West, a distance of 59.92 feet to a point; THENCE South 63 degrees 30 minutes 58 seconds West, a distance of 150.33 feet to a point; THENCE South 87 degrees 42 minutes 42 seconds West, a distance of 148.35 feet to a point; THENCE North 70 degrees 33 minutes 14 seconds West, a distance of 135.55 feet to a point; THENCE North 35 degrees 26 minutes 58 seconds West, a distance of 274.91 feet to a point; THENCE North 19 degrees 34 minutes 08 seconds East, a distance of 531.58 feet to a point; THENCE North 70 degrees 25 minutes 52 seconds West, a distance of 61.00 feet to a point; THENCE around a curve in a clockwise direction having a delta angle of 31 degrees 20 minutes 40 seconds, an arc distance of 150.44 feet, a radius of 275.00 feet, and a chord of North 54 degrees 45 minutes 32 seconds West, a distance of 148.57 feet to a point; THENCE South 50 degrees 54 minutes 48 seconds West, a distance of 217.25 feet to a point; THENCE North 27 degrees 50 minutes 21 seconds West, a distance of 126.80 feet to a point; THENCE North 13 degrees 15 minutes 34 seconds West, a distance of 127.24 feet to a point; THENCE South 40 degrees 48 minutes 08 seconds West, a distance of 383.62 feet to a point; THENCE South 27 degrees 04 minutes 29 seconds West, a distance of 150.00 feet to a point; THENCE North 76 degrees 07 minutes 44 seconds West, a distance of 224.38 feet to a point; THENCE South 13 degrees 52 minutes 16 seconds West, a distance of 328.64 feet to a point; THENCE around a curve in a counterclockwise direction having a delta angle of 83 degrees 45 minutes 40 seconds, an arc distance of 36.55 feet, a radius of 25.00 feet, and a chord of South 28 degrees 00 minutes 34 seconds East, a distance of 33.38 feet to a point on the northeasterly right-of-way line of Shelby County Highway No. 339 (40' right-of-way from centerline); THENCE South 69 degrees 53 minutes 24 seconds East along said right-of-way line, a distance of 546.09 feet to a point; THENCE along said right-of-way line, and around a curve in a counterclockwise direction having a delta angle of 10 degrees 33 minutes 32 seconds, an arc distance of 110.57 feet, a radius of 600.00 feet, and a chord of South 75 degrees 10 minutes 10 seconds East, a distance of 110.42 feet to a point; THENCE South 80 degrees 26 minutes 56 seconds East, along said right-of-way line, a distance of 179.60 feet to a point; THENCE along said right-of-way line, and around a curve in a clockwise direction having a delta angle of 09 degrees 53 minutes 42 seconds, an arc distance of 69.08 feet, a radius of 400.00 feet, and a chord of South 75 degrees 30 minutes 05 seconds East, a distance of 68.99 feet to a point; THENCE South 70 degrees 33 minutes 14 seconds East, along said right-of-way line, a distance of 282.45 feet to a point on the southerly boundary line of the SE 1/4 of the SE 1/4 of said section; THENCE North 87 degrees 42 minutes 42 seconds East, along said southerly boundary line and leaving said right-of-way line, a distance of 564.38 feet to the **POINT OF BEGINNING**. Said parcel contains 15.66 acres, more or less.



PARCEL B:

A parcel of land situated in the SE 1/4 of Section 5, Township 21 South, Range 2 West, in Shelby County, Alabama, and being more particularly described as follows:

BEGINNING at the Southwest Corner, of the Northwest 1/4 of the Southeast 1/4, Section 5, Township 21 South, Range 2 West; **THENCE** North 5 degrees 06 minutes 12 seconds West, along the westerly boundary of said 1/4-1/4 section a distance of 598.92 feet to a point; **THENCE** North 66 degrees 53 minutes 48 seconds East, a distance of 63.30 feet to a point; **THENCE** North 53 degrees 23 minutes 48 seconds East, a distance of 206.04 feet to a point; **THENCE** North 43 degrees 53 minutes 48 seconds East, a distance of 128.49 feet to a point; **THENCE** South 46 degrees 06 minutes 12 seconds East, a distance of 357.02 feet to a point; **THENCE** North 79 degrees 48 minutes 02 seconds East, a distance of 231.39 feet to a point; **THENCE** South 60 degrees 16 minutes 18 seconds West, a distance of 346.09 feet to a point; **THENCE** South 19 degrees 08 minutes 13 seconds West, a distance of 169.83 feet to a point; **THENCE** South 29 degrees 43 minutes 42 seconds East, a distance of 387.84 feet to a point; **THENCE** North 64 degrees 10 minutes 00 seconds East, a distance of 323.20 feet to a point; **THENCE** South 40 degrees 48 minutes 38 seconds West, a distance of 542.19 feet to a point; **THENCE** South 49 degrees 11 minutes 52 seconds East, a distance of 284.94 feet to a point; **THENCE** South 13 degrees 52 minutes 16 seconds West, a distance of 364.78 feet to a point; **THENCE** around a curve in a clockwise direction having a delta angle of 83 degrees 14 minutes 37 seconds, an arc distance of 36.32 feet, a radius of 25.00 feet, and a chord of South 55 degrees 29 minutes 35 seconds West, a distance of 33.21 feet to a point on the northerly right-of-way line of Shelby County Highway No. 339 (40' right-of-way from centerline); **THENCE** along said right-of-way line and around a curve in a counterclockwise direction having a delta angle of 11 degrees 20 minutes 44 seconds, an arc distance of 79.21 feet, a radius of 400.00 feet, and a chord of North 88 degrees 33 minutes 29 seconds West, a distance of 79.08 feet to a point; **THENCE** South 85 degrees 46 minutes 09 seconds West along said right-of-way line, a distance of 74.96 feet to a point; **THENCE** along said right-of-way line, around a curve in a clockwise direction having a delta angle of 08 degrees 38 minutes 45 seconds, an arc distance of 54.32 feet, a radius of 360.00 feet, and a chord of North 89 degrees 54 minutes 29 seconds West, a distance of 54.27 feet to a point; **THENCE** North 85 degrees 35 minutes 06 seconds West, along said right-of-way line, a distance of 127.72 feet to a point; **THENCE** along said right-of-way line, around a curve in a counterclockwise direction having a delta angle of 46 degrees 36 minutes 32 seconds, an arc distance of 195.23 feet, a radius of 240.00 feet, and a chord of South 71 degrees 06 minutes 38 seconds West, a distance of 189.90 feet to a point; **THENCE** South 47 degrees 48 minutes 22 seconds West, along said right-of-way line, a distance of 25.60 feet to a point on the westerly boundary line of the SW 1/4 of the SE 1/4 of said section; **THENCE** North 5 degrees 06 minutes 14 seconds West, along said boundary line and leaving said right-of-way line, a distance of 943.31 feet to the **POINT OF BEGINNING**. Said parcel contains 20.95 acres, more or less.

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Parcel C

A parcel of land situated in the SE 1/4 of the SE 1/4 and in the SW 1/4 of the SE 1/4 of Section 5, Township 21 South, Range 2 West in Shelby County, Alabama and being more particularly described as follows:

Commence at the SE Corner of Section 5, Township 21 South, Range 2 West; thence S 87deg-42'-42" W along the southerly boundary of the SE 1/4 of the SE 1/4 of said section a distance of 1012.24' to a point on the centerline of Shelby County Highway No. 339 (Prescriptive Use R.O.W.), said point being the POINT OF BEGINNING of the southerly boundary of said parcel, said parcel lying 40' to the north of and parallel to the following described centerline of said county road, and extending from southerly boundary of said 1/4-1/4 section to the westerly boundary of the SW 1/4 of the SE 1/4 of said section; thence N 70deg-33'-14" W along said southerly boundary and said centerline a distance of 181.68' to a point on a curve to the left having a radius of 365.00' and a central angle of 9deg-53'-42"; thence along said southerly boundary, said centerline, and the arc of said curve a distance of 63.04', said arc subtended by a chord which bears N 75deg-30'-05" W a distance of 62.96', to the end of said curve; thence N 80deg-26'-56" W along said southerly boundary and said centerline a distance of 260.50' to a point on a curve to the right having a radius of 365.00' and a central angle of 15deg-46'-34"; thence along said southerly boundary, said centerline, and the arc of said curve a distance of 100.50', said arc subtended by a chord which bears N 72deg-33'-39" W a distance of 100.18', to the end of said curve; thence N 64deg-40'-22" W along said southerly boundary and said centerline a distance of 96.07'; thence N 69deg-40'-00" W along said southerly boundary and said centerline a distance of 341.02'; thence N 74deg-57'-37" W along said southerly boundary and said centerline a distance of 129.79' to a point on a curve to the left having a radius of 156.38' and a central angle of 19deg-16'-14"; thence along said southerly boundary, said centerline, and the arc of said curve a distance of 52.60', said arc subtended by a chord which bears N 84deg-35'-44" W a distance of 52.35', to the end of said curve; thence S 85deg-46'-09" W along said southerly boundary and said centerline a distance of 101.60' to a point on a curve to the right having a radius of 401.15' and a central angle of 7deg-45'-05"; thence along said southerly boundary, said centerline, and the arc of said curve a distance of 54.27', said arc subtended by a chord which bears N 89deg-27'-39" W a distance of 54.23', to the end of said curve; thence N 85deg-35'-06" W along said southerly boundary and said centerline a distance of 129.84' to a point on a curve to the left having a radius of 198.56' and a central angle of 46deg-14'-38"; thence along said southerly boundary and said centerline and the arc of said curve a distance of 160.26', said arc subtended by a chord which bears S 70deg-55'-41" W a distance of 155.95', to the end of said curve; thence S 47deg-48'-22" W along said southerly boundary and said centerline a distance of 56.47' to the westerly boundary of the SW 1/4 of the SE 1/4 of Section 5, said point being the end of said southerly boundary of said parcel. Said parcel contains 1.6 acres, more or less.

LESS AND EXCEPT a prescriptive use right-of-way belonging to Shelby County Highway No. 339.

06/07/1995-14788
10:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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