

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagors (last name first):

COLLINS: George A.

COLLINS: Betsy P.

141 Queensbury Crescent

Mailing Address

Birmingham, AL 35223

City State Zip

THE STATE OF ALABAMA

Shelby

County

Mortgagee:

First Bank of Childersburg

P.O. Box 329

Childersburg, AL 35044

This instrument was prepared by:

Clayton T. Sweeney, Attorney

2700 Hwy 280E, Suite 290E

Birmingham, AL 35223

KNOW ALL MEN THESE BY THESE PRESENTS: That whereas

George A. Collins and wife, Betsy P. Collins

have become justly indebted to First Bank of Childersburg
with offices in Childersburg, Alabama, (together with its successors and assigns,
hereinafter called "Mortgagee") in the sum of Two Hundred Three Thousand and No/100's
Dollars (\$ 203,000.00**)
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.)

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

George A. Collins and wife, Betsy P. Collins

(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" attached hereto and made a part hereof
See Exhibit "B" attached hereto and made a part hereof

Inst # 1996-04226

02/08/1996-04226
01:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 SNA 323.00

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 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 incurred, shall be credited first to advances made by Mortgagee and the interest thereon, then to interest due on the indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum hereby secured.

10. That if possession of the mortgaged property is allowed to remain in any other person or entity to the exclusion of Mortgagors for a period of one year or more, or if all or any part of the mortgaged property or any interest therein is sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all indebtedness secured by this mortgage to be due and payable immediately with or without notice to Mortgagors. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

12. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

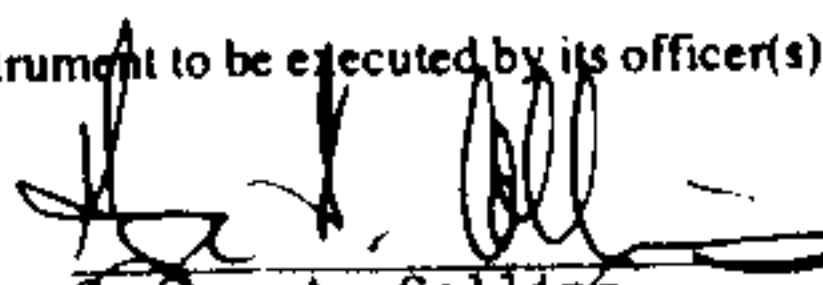
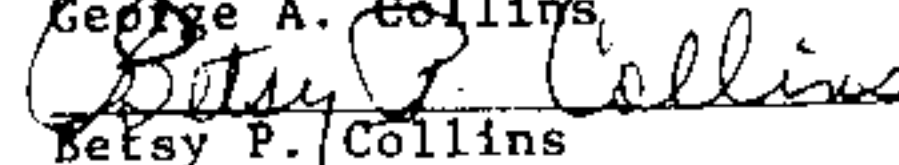
UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the indebtedness hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void; but 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 provision of this mortgage, or should the interest of Mortgagee in the mortgaged property or any of the personal property described above 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 state or federal, 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 covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagors 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 Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part of said 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 consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, Mortgagee or the actioner at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. And upon the occurrence of any such event, 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 property herein transferred which is personal property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagors agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagors agree 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 said property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address set forth above, or such other address as Mortgagors shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorneys' fee not exceeding 15% of the unpaid debt after default if the original amount financed exceeded \$300; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment of the indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, each of the undersigned

George A. Collins and Betsy P. Collins

has hereunto set his or her signature and seal or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this

30th day of January, 1996


George A. Collins (SEAL)

Betsy P. Collins (SEAL)

ATTEST: _____

Its _____
(Corporate Seal)

By _____

Its _____

THE STATE OF ALABAMA.

INDIVIDUAL ACKNOWLEDGMENT

Jefferson COUNTY

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

George A. Collins and Betsy P. Collins

whose name _____ are _____ 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 30th day of January, 1996

My commission expires: 5/29/99
(Notarial Seal)

Notary Public

THE STATE OF ALABAMA.

INDIVIDUAL ACKNOWLEDGMENT

_____ COUNTY

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.

CORPORATE ACKNOWLEDGMENT

_____ COUNTY

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

whose name as _____ President

of the _____, 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 _____ day of _____, 19____

(Notarial Seal)

Notary Public

PLEASE RETURN
TO

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"

A parcel of land in the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

From the true NW corner of the SW 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 1 West, being the point of beginning of herein described parcel of land, run thence South along the West boundary of said SW 1/4 of NE 1/4 a distance of 1320.55 feet to the SW corner thereof; thence continue along said course a distance of 1320.55 feet to the true SW corner of the NW 1/4 of SE 1/4 of said Section 23; thence turn 89 deg. 39 min. 34 sec. left and run 400.65 feet along the true South boundary of said NW 1/4 of SE 1/4 to a point on the Northerly boundary of a 60 foot easement for ingress and egress; thence turn 45 deg. 10 min. 49 sec. left and run 381.30 feet along said easement boundary; thence turn 45 deg. 18 min. 41 sec. left and run 2361.81 feet to a point on the true North boundary of the SW 1/4 of NE 1/4 of said Section 23; thence turn 88 deg. 44 min. 41 sec. left and run 664.91 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

EXHIBIT "B"

COMMON EASEMENT

60.0 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES
CENTERLINE DESCRIPTION TO-WIT:

From the S.W. corner of the NW-1/4 of Section 23, T19S-R1W, run thence East along the South boundary of said NW-1/4 a distance of 174.9 feet to the point of beginning of the centerline of herein described easement for ingress and egress and utilities; thence turn 55°25'49" left and run 98.24 feet along said easement centerline and the following courses; 06°03'54" left for 104.89 feet; 12°24'30" left for 175.59 feet; 10°38' right for 201.28 feet; 12°54'55" right for 165.02 feet; 05°37'50" left for 255.89 feet; 15°35'30" right for 323.69 feet; 13°52'30" left for 182.54 feet; 09°44' right for 129.93 feet to a point on the North boundary of aforementioned Section 23; thence turn 180°00' right and run along said easement centerline a distance of 50.72 feet; thence turn 92°06'49" left and continue along said easement centerline a distance of 64.81 feet and the following courses; 54°49'11" right for 141.23 feet; 12°33'27" left for 110.76 feet; 20°34'50" left for 169.50 feet; 15°05'36" right for 86.16 feet; 38°33'41" right for 166.53 feet; 29°09'29" left for 97.38 feet; 14°44'38" left for 196.02 feet; 16°40'30" left for 276.22 feet; 34°30'41" left for 274.24 feet to a point on the South boundary of the NW-1/4 of aforementioned Section 23; thence turn 02°14'58" right and continue along said easement a distance of 473.26 feet to the P.C. of a curve concave right, having a delta angle of 65°53'34" and tangents of 100.0 feet and a centerline arc distance of 177.45 feet to the P.T.; thence along the tangent centerline a distance of 96.95 feet; thence turn 122°12'30" left and run 760.84 feet along said easement centerline to a point on the North boundary of the SW-1/4 of Section 23, T19S-R1W; thence turn 180°00' right and run 760.84 feet along said easement centerline; thence turn 57°47'30" left and run 338.44 feet along said easement centerline; thence turn 02°42'42" right and run 588.77 feet to the P.C. of a curve concave left, having a delta angle of 46°35'43" and tangents of 75.0 feet and a centerline arc distance of 141.64 feet to the P.T.; thence along the tangent centerline a distance of 77.80 feet; thence turn 115°34'50" left and run 68.62 feet along said easement centerline; thence turn 180°00' right and run 211.45 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 17°17'51" and tangents of 80.0 feet and a centerline arc distance of 158.78 feet to the P.T.; thence along the tangent centerline a distance of 301.63 feet to the P.C. of a curve concave left, having a delta angle of 27°09'45" and tangents of 80.0 feet and a centerline arc distance of 156.99 feet to the P.T.; thence along the tangent centerline a distance of 214.77 feet to the P.C. of a curve concave right, having a delta angle of 30°36'35" and tangents of 80.0 feet and a centerline arc distance of 155.18 feet to the P.T.; thence along the tangent centerline a distance of 38.20 feet to the P.C. of a curve concave left, having a delta angle of 27°45'20" and tangents of 75.0 feet and a centerline arc distance of 147.06 feet to the P.T.; thence along the tangent centerline a distance of 305.97 feet; thence turn 154°51'35" left and run 278.49 feet along said easement centerline; thence turn 06°48' right and run 213.47 feet along said easement centerline; thence turn 00°50'45" right and run 321.84 feet along said easement centerline; thence turn 180°00' right and run 321.84 feet along said easement centerline; thence turn 00°50'46" left and run 213.47 feet along said easement centerline; thence turn 06°48' left and run 278.49 feet along said easement centerline; thence turn 09°12' left and run said easement centerline a distance of 251.83 feet to a point on the East boundary of the SW-1/4 of Section 23, T19S-R1W; thence continue along said course a distance of 176.36 feet to the P.C. of a curve concave left, having a delta angle of 54°03'57" and tangents of 306.47 feet and a centerline arc distance of 566.76 feet to the P.C. of a reverse curve concave right, having a delta angle of 74°40'50" and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the P.T.; thence along the tangent centerline a distance of 719.70 feet to the P.C. of a curve concave left, having a delta angle of 46°19'01" and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the P.T.; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U.S. Hwy. #280 (90' R.O.W.).

02/08/1996-04226
01:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 SNA 323.00