

This instrument prepared by:

Aliant Bank
P.O. Box 131057
Birmingham, AL. 35213

(Please return to the address above
after recording.)

REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

Mortgagors (last name first)

Fields, Paul A.
Fields, Laurie D.
Husband and Wife

Mortgagee and Secured Party:

Aliant Bank

Inst # 1996-31351

THE STATE OF ALABAMA)

Shelby COUNTY)

This indenture is made and entered into this 30th day of August, 1996, by and between Paul A. Fields and his wife, Laurie D. Fields, (hereinafter called the "Mortgagors", whether one or more), and Aliant Bank, (together with its successors and assigns, hereinafter called "Mortgagee")

Whereas, Corporate Solutions, Inc., (hereinafter called the "Borrower"), is or shall be justly indebted to the Mortgagee in the principal sum of Two Hundred Eighty Thousand dollars, (\$ 280,410.00) as evidenced by that certain promissory note dated 08/30/96, 1996, which bears interest as provided therein, which is payable in accordance with its terms and which has a final maturity date of _____, (hereinafter called "Note");

Whereas, in order to induce the Mortgagee to extend credit to the Borrower, Paul A. Fields and Laurie D. Fields, (hereinafter called the "Guarantor", whether one or more), has agreed to enter into and has entered into that certain Guaranty Agreement dated _____, 1996, wherein the Guarantor has guaranteed, to the extent provided in the Guaranty Agreement, the prompt payment of the indebtedness, liabilities and obligations now existing or hereafter arising of the Borrower to the Mortgagee;

Whereas, the Mortgagors, in order to induce the Mortgagee to extend credit to the Borrower and accept the Guaranty Agreement, have jointly and severally agreed to execute and deliver this mortgage to secure the true and faithful performance of the Guarantor's agreements and obligations under the Guaranty Agreement.

The Value of the property described herein shall be limited to One Hundred Forty Three Thousand Dollars (\$ 143,000.00).

NOW, THEREFORE, in consideration of the indebtedness described above and other valuable consideration to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment and performance of said note or notes, any extensions, renewals, modifications and increases thereof and substitutions therefor and all interest thereon, and all other obligations and indebtedness (including future advances) now or hereafter owed by any of the above-named to Mortgagee, whether any such obligation or 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

(whether one or more, hereinafter called the "Mortgagors") do hereby grant, bargain, sell, convey, grant a security interest in, and warrant unto Mortgagee the following described real property situated in SHELBY County, State of Alabama, viz:

Inst # 1996-31351
1

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SHELBY COUNTY JUDGE OF PROBATE
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Lot 11, according to the survey of Brook Highland 1st sector, as recorded in Map Book 12, Page 62, in the Probate Office of Shelby County, Alabama.

together with all present and future leases thereof and all rents, issues, profits, royalties 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 and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and other improvements thereon, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air-conditioning, water heating, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, fire and intrusion detection and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed real property conveyed by this mortgage;

and together with all lumber, bricks, cinder blocks, sand, cement, stone, glass, steel, nails, roofing and insulation materials, wires and wiring, plumbing pipe and fixtures, windows, doors, heating and air conditioning equipment, electric and gas equipment and appliances of every character, and all other building materials, fixtures and fittings of every kind and character, whether now owned or hereafter acquired by Mortgagors, or any of them, and whether located or stored on the mortgaged premises or elsewhere, which are now owned or hereafter shall be purchased or acquired by Mortgagors or any of them for the purpose or with the intention of making improvements on the mortgaged premises or repairs to any improvement located on the mortgaged premises, and all proceeds of the foregoing. (The real property described above is sometimes hereinafter referred to as the "mortgaged premises", and all of the real and personal property described above is sometimes hereinafter collectively called the "mortgaged property".)

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

For the purpose of further securing the payment and performance of all of the indebtedness and obligations described above, Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. Mortgagors' Title. That except as otherwise herein specifically mentioned they are lawfully seised in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title of Mortgagee thereto against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all liens, encumbrances, easements and restrictions not herein specifically mentioned.

2. Payment of Secured Debt. That those Mortgagors who are obligors on the indebtedness or other obligations secured by this mortgage will well and truly pay, discharge and perform each and every such indebtedness and obligation as and when the same shall become due, including the note or notes described above, any renewals or extensions thereof, and any other debts or obligations of Mortgagors to Mortgagee, whether now owed or hereafter incurred.

3. Payment of Taxes, Assessments, Rents, Recording Fees. That they will pay promptly when due all taxes, assessments, and other claims which may give rise to a lien having priority over this mortgage, and if this is a leasehold mortgage, that they will pay all rents for the mortgaged premises promptly when due and will comply with all other terms of the lease, and that they will pay or reimburse Mortgagee for the amount of all taxes and fees paid to public officials for the recording of this mortgage.

4. Insurance. That they will keep the buildings and all other improvements and building materials on the mortgaged premises continuously insured with insurance companies reasonably satisfactory to Mortgagee in an amount not less than the fair market value of such improvements or the unpaid balance of all indebtedness secured by this mortgage, whichever is less, against loss or damage by fire (including so-called extended coverage), wind, water (including flood; if required by Mortgagee) and such other hazards as may be permitted by law and as Mortgagee may specify, with all losses, if any, payable to Mortgagee under a standard mortgagee's clause, and that they will deposit such policies of insurance or, at Mortgagee's election, certificates thereof with Mortgagee and will pay the premiums for all such insurance as the same become due. All such insurance policies shall provide for at least 30 days written notice to Mortgagee before cancellation thereof. Mortgagors will give immediate notice in writing to Mortgagee of any loss or damage to any improvements on the mortgaged premises from any cause. If Mortgagors fail to keep the improvements insured as above specified, Mortgagee may insure the improvements (but Mortgagee is not obligated to do so) in the amounts and for any of the risks specified above for the benefit of Mortgagors and Mortgagee or, at Mortgagee's election and upon at least 10 days notice to Mortgagors, for Mortgagee's benefit alone. The proceeds of all insurance on the improvements shall be paid by the insurers to Mortgagee, which is hereby nominated, constituted and appointed Mortgagors' attorney-in-fact with full power of substitution and with full right to settle and compromise claims under all policies and to demand, receive and give receipt for all sums becoming due thereunder; and such insurance proceeds, if collected, shall be credited against the indebtedness secured by this mortgage, less all costs of collecting the same, or shall be used to repair or reconstruct the improvements on the premises, at Mortgagee's election. Neither the crediting of such proceeds to the secured indebtedness or the use of the proceeds in repairing or reconstructing the improvements shall postpone the due dates of any of the indebtedness secured hereby. Mortgagors hereby release Mortgagee from all claims and damages in the event flood insurance is required by law and Mortgagee fails to advise Mortgagors of such requirement or fails to obtain such insurance. At the request of Mortgagee, Mortgagors agree to pay to Mortgagee in monthly installments, in addition to any other sums otherwise due on the indebtedness secured hereby, 1/12 of the amounts of the ad valorem taxes, fire district charges and other assessments, and insurance premiums next due on or with respect to the mortgaged property. Mortgagee will give Mortgagors written notice of the amounts so to be paid. Mortgagors promise to pay to Mortgagee on demand any deficiency in the amounts required to pay such taxes, assessments and premiums prior to the due date thereof.

5. Mortgagee's Right To Perform Mortgagors' Covenants. That upon the failure of Mortgagors to pay or discharge any tax, lien, assessment, rents, recording fee or other sum required to be paid hereunder or to purchase or maintain in force any insurance required hereunder, Mortgagee may, at its election, pay any such sum or purchase any such insurance (but Mortgagee is not required to do so, even if it has done so on one or more prior occasions, and no notice to Mortgagors of Mortgagee's intention in this regard shall be required), and that all amounts so expended by Mortgagee for insurance or for the payment of taxes, assessments or rents or to discharge liens or to record this mortgage shall be a debt due to Mortgagee by Mortgagors, shall be at once due and payable without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above or, if no such rate of interest is specified or if the rate specified would be unlawful, at the rate which is 2% in excess of the average of the prime rates of the three largest banks in New York City on the third business day prior to the date of payment of such sum by Mortgagee, and that such debt and the interest thereon shall be secured by this mortgage; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended Mortgagee may, at its election and with or without notice to any person, declare the entire indebtedness secured by this mortgage to be due and payable and this mortgage to be subject to foreclosure and the same may thereupon be foreclosed as hereinafter provided.

6. No Waste; Repairs to Improvements. That they will take good care of the mortgaged property described above and not commit or permit any waste thereof and

will not sever or remove any timber, oil, gas or mineral therefrom, and will keep all improvements thereon repaired and at all times maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

7. Delays; No Waivers. That no delay or failure on the part of Mortgagee to exercise any right to accelerate the maturity of any debt secured by this mortgage or to foreclose this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to foreclose this mortgage either as to the present default or any other or future default on the part of Mortgagors, and that the procurement of insurance or payment of taxes, liens, rents or assessments by Mortgagee shall not be taken or deemed as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured hereby by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, rents or assessments, it being hereby agreed by Mortgagors that no term or condition contained in this mortgage can be waived, amended, or released except as evidenced by a writing signed by an authorized agent of Mortgagee.

8. Receiver for Rents; Collection of Rents. That after any default under this mortgage, immediately upon filing of a complaint or other proper legal proceeding Mortgagee shall be entitled as a matter of right to the appointment by any court of competent jurisdiction, without notice to any party (Mortgagors hereby consenting thereto), to the appointment of a receiver of the rents, issues and profits of the mortgaged property, with power to lease and control said premises and such other powers as may be deemed necessary, and that a reasonable attorney's fee, the fees of such receiver and the real estate management fees and commissions incurred or paid by him, among other expenses and costs, shall be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of the mortgaged property; provided, that the foregoing shall not be construed to prevent Mortgagee, after default by Mortgagors, from entering upon the mortgaged property and, before or after default and with or without entering the premises, from terminating the limited license granted to Mortgagors to collect current rents or from collecting all rents then accrued and thereafter accruing, all without any requirement that a receiver be applied for or appointed.

9. Transfers; Leases. That they or any of them will not sell, assign, transfer, lease or convey all or any part of the mortgaged property or any interest therein without Mortgagee's prior written consent (which consent Mortgagee may withhold at its discretion), excluding only (a) creation of a mortgage which is expressly subordinate to this mortgage, (b) creation of purchase money security interests for household appliances, and (c) transfers by devise, descent or operation of law upon the death of a joint tenant, and that Mortgagee may condition its consent to any of the foregoing upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage and/or to adjusting the payment schedule of all or any part of such indebtedness, Mortgagee's approval of the creditworthiness of the transferee, and the transferee's payment of a reasonable transfer or assumption fee.

10. Compliance With Environmental Laws. That Mortgagors will not release or dispose of any "hazardous substance", as that term is defined in the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as now or hereafter amended, on, about or under any of the mortgaged property, and will not use or store any such materials thereon except in strict compliance with the requirements of law, and that they will comply with all applicable requirements of CERCLA and all other applicable federal, state and local environmental protection laws and regulations and will indemnify and hold Mortgagee harmless from and against all claims, demands, damages, and losses resulting to Mortgagee from Mortgagors' breach of any of the foregoing covenants; and that the foregoing covenant to indemnify and hold Mortgagee harmless will survive payment of the secured indebtedness and satisfaction of this mortgage.

11. Miscellaneous. That all of 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 Mortgagee and its successors and assigns; that the provisions of this mortgage and of the note or notes or other obligations secured hereby are severable, and the invalidity or unenforceability of any provision of this mortgage or of any such note or notes or other obligation shall not affect the validity or enforceability of the remaining provisions hereof or thereof; that the headings are not a part of these covenants and shall not add to or detract from the terms thereof; that all rights and remedies of Mortgagee hereunder are cumulative with the rights and remedies of Mortgagee at law and in equity and may be exercised consecutively or concurrently; that this mortgage is also a security agreement, financing statement and fixture filing under Article 9 of the Uniform Commercial Code and that a carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office; and that time is of the essence of every covenant contained in this mortgage.


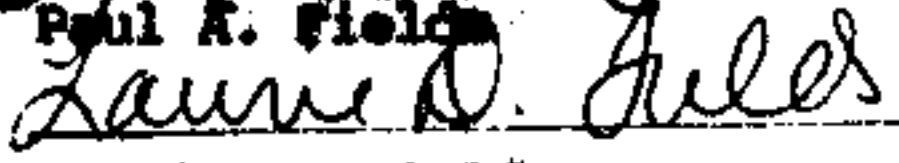
UPON CONDITION, HOWEVER, that if all of the indebtedness and obligations hereby secured (including other indebtedness and future advances) shall be well and truly paid, discharged and performed as the same shall become due and payable and performable and Mortgagors shall in all things do and perform all acts and covenants by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment as and when due of any indebtedness hereby secured or any extensions or renewals thereof or any part thereof or any interest thereon or in the performance when due of any other obligation hereby secured; 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 Mortgagors breach any warranty herein made or at any time fail to do or perform any other act or thing herein required or agreed to be done; or should the interest of Mortgagee in any of the mortgaged property become endangered by reason of the enforcement of any lien or encumbrance thereon; or should any statement of lien be filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and content of such statement and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien on which such statement is based, or should a petition to condemn all or any part of the mortgaged property be filed by any authority 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 any of the indebtedness secured hereby 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 premises shall be charged against the owner of this mortgage; or (if any Mortgagor is a corporation) should voting control of such Mortgagor change to another person, entity, or controlling group from the person, entity, or group in control of such corporation on the date of this mortgage or should there be a change in ownership of an aggregate of 25% or more of the voting shares of such corporation after the date of this mortgage whether or not such change of ownership results in a change in control; or (if any Mortgagor is a partnership) should any general partner of such Mortgagor die, resign, or be removed as a partner or should the partnership be dissolved; or should at any time any of the covenants contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, upon the occurrence of any of such events, Mortgagors shall be in default hereunder and the whole of the indebtedness hereby secured, or any part thereof which shall not at such date have been paid, together with all interest thereon, shall at once be and 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, and Mortgagee shall thereupon have the right to enter upon and take possession of the mortgaged property or any part thereof and with or without taking such possession to sell the mortgaged property or any part thereof at one or more sales before the front or main door of the courthouse of the county (or division of the county) in which the property to be sold, or any material and substantial part of such property, is located, at public outcry for cash during the legal hours of sale, after first giving notice of the time, place and terms of such sale and of the description of the property to be sold by publication once a week for three consecutive weeks prior to such sale in a newspaper published in each county in which any part of the property to be sold is located or, if no newspaper is

published in any such county, then in a newspaper published in an adjoining county, and upon payment of the purchase price by the purchaser at such sale, Mortgagee, its agent or attorney or the auctioneer conducting the 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 to the extent that any of the mortgaged property consists of personal property, Mortgagee, at its election and in lieu of the foregoing, may take possession of such property and, with or without taking possession thereof, sell or otherwise dispose of such property at one or more public or private sales. Mortgagors agree that notice of any such intended sale or other disposition will be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address of the mortgaged premises, or such other address as Mortgagors shall have furnished to Mortgagee in writing for that purpose, at least 10 calendar days before such sale or other disposition. Mortgagors waive any other or further notice and any right to a judicial hearing before repossession or sale. Mortgagee shall apply the proceeds of any such sale or sales: first, to the expenses of advertising, selling and conveying, including a reasonable attorney's fee (including attorney's fees incurred in connection with any attempt by Mortgagors to enjoin foreclosure under this mortgage or otherwise to challenge Mortgagee's right to foreclose); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, rents and other encumbrances and charges and in making repairs, with interest thereon; third, to the payment of the indebtedness hereby secured and the interest thereon to the extent of the remaining proceeds of the sale; and fourth, the balance, if any, to be paid over to Mortgagors or their assignee. The obligors on the indebtedness hereby secured will remain bound to pay any deficiency. Mortgagee may bid and become the purchaser of the mortgaged property at any sale hereunder, and Mortgagee's bid of a credit against the debt secured by this mortgage shall be deemed to be a bid of cash. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate lots or parcels and agree that Mortgagee, at its option, may sell the mortgaged property en masse regardless of the number of parcels conveyed under this mortgage or may sell the mortgaged property from time to time in separate lots or parcels.

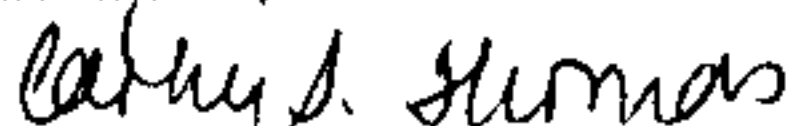
[] (Mark box if applicable) This is a construction mortgage which secures an obligation incurred for the acquisition costs of the mortgaged premises and/or construction of an improvement on such premises.

IN WITNESS WHEREOF, each of the undersigned Mortgagors has hereunto set his or her signature and seal or has caused this instrument to be executed and its seal to be affixed hereto by its officer(s) or partner(s) thereunto duly authorized, this ____ day of _____, 19____.

Individual Mortgagors:

 [L.S.]
Paul A. Fields
 [L.S.]
Laurie D. Fields
____ [L.S.]
____ [L.S.]

My Commission Expires June 26, 2000



6 - 830 96

Attest:

By: _____

Its: _____

Its: _____

[Corporate Seal]

(To be completed if the Mortgagee elects to pay the mortgage recording privilege tax on the amount of the initial advance rather than the entire amount of the commitment or line of credit pursuant to Ala. Code, § 40-22-2(2)b.) I certify that the amount of indebtedness presently incurred is \$ _____.

Authorized Signer for Mortgagee

THE STATE OF ALABAMA)

Individual Acknowledgement

Jeffrey COUNTY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Paul A. Fields and Laune D. Fields, whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

1996

Given under my hand and seal of office this 30 day of August, A.D.

Colin J. Thomas
Notary Public

[Notarial Seal]

My commission expires: My Commission Expires June 26, 2000

THE STATE OF ALABAMA)

Individual Acknowledgement

_____ COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this ____ day of _____, A.D.

19____

Notary Public

[Notarial Seal]

My commission expires: _____

THE STATE OF ALABAMA)

Corporate Acknowledgement

COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, 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.

Inst # 1996-31351

Given under my hand and seal of office this ____ day of _____, A.D.

19____

Notary Public

[Notarial Seal]

My commission expires: _____

THE STATE OF ALABAMA)

Partnership Acknowledgement

COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as general partner of the _____, a _____ partnership, 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 general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this ____ day of _____,

19____

Notary Public

[Notarial Seal]

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8

Inst # 1996-31351

09/23/1996-31351
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