

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

PELHAM PROPERTIES, LLC

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

SOUTHTRUST BANK OF TENNESSEE, N.A. - NASHVILLE

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

of SIX HUNDRED FIFTY THOUSAND AND 00/100----- Dollars
(\$ 650,000.00), evidenced by that certain Promissory Note, secured by Alabama Mortgage
in the original amount of SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$650,000.00),
dated April 24, 1997 and executed by Pelham Properties, LLC in favor of SouthTrust
Bank of Tennessee, N.A. - Nashville.

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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,

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 LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A".

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

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 or 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 PELHAM PROPERTIES, LLC

have hereunto set signature and seal, this 24th day of April, 1997
 PELHAM PROPERTIES, LLC: (SEAL)
 By: *William H. Kenny, Jr.* (SEAL)
 By: William H. Kenny, Jr., Chief Manager (SEAL)
 (SEAL)

THE STATE of

COUNTY }

, a Notary Public in and for said County, in said State.

I, 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

COUNTY }

, a Notary Public in and for said County, in said State.

I, 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 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 day of , 19
 Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
 Lawyers Title Insurance Corporation
 Title Guaranty Division
 TITLE INSURANCE - ABSTRACTS
 Birmingham, Alabama

ACKNOWLEDGEMENT FOR COMPANY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that William H. Kenny, Jr., whose name as Chief Manager of Pelham Properties, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Chief Manager with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 24th day of April, 1997.

Bobbie Carney
Notary Public

My Commission expires:

3/24/2001

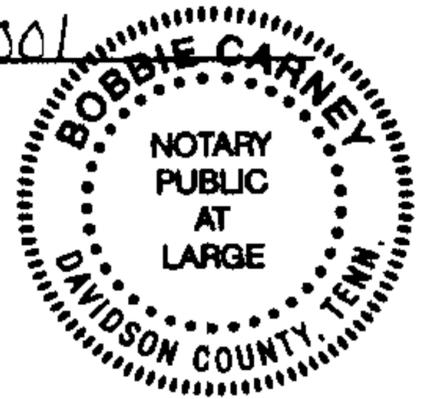


EXHIBIT "A"

Parcel 1:

A Part of Section 13, Township 20 South, Range 3 West, situated in Shelby County, Alabama, more particularly described as follows:

Commence at the southwest corner of the NW 1/4 of the SE 1/4 of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 424.47 feet to a point; thence turn 63 degrees 45 minutes 08 seconds left and run North 27 degrees 36 minutes 44 seconds East a distance of 644.22 feet to a steel pin corner marking the northeast corner of Lot 16 of Valley Commercial Park and the point of beginning of the property being described; thence run North 62 degrees 08 minutes 55 seconds West 133.93 feet to a point; thence run South 27 degrees 52 minutes 49 seconds West 198.00 feet to a point; thence run North 62 degrees 07 minutes 11 seconds West 141.73 feet to a point on the easterly margin of Shelby County Highway No. 33; thence run South 24 degrees 10 minutes 16 seconds West along said margin of said Highway 195.96 feet to the P.C. of a curve to the left marking the northerly margin of Commerce Drive, said curve having a central angle of 42 degrees 26 minutes 01 seconds and a radius of 153.06 feet; thence run easterly along the arc of said curve an arc distance of 129.38 feet to the P.T. of said curve; thence run North 85 degrees 18 minutes 41 seconds East 166.24 feet to a point; thence run North 27 degrees 36 minutes 44 seconds 285.90 feet to the point of beginning.

Parcel 2:

A Part of Section 13, Township 20 South, Range 3 West, situated in Shelby County, Alabama, more particularly described as follows:

Commence at the southwest corner of the NW 1/4 of the SE 1/4 of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 424.47 feet to a point; thence turn 63 degrees 45 minutes 08 seconds left and run north 27 degrees 36 minutes 44 seconds East a distance of 644.22 feet to a steel pin corner marking the northeast corner of Lot 16 of Valley Commercial Park; thence run North 62 degrees 08 minutes 55 seconds west 133.93 feet to the point of beginning of the property being described; thence continue last described course 140.27 feet to a point on the easterly margin of Shelby County Highway No. 33; thence run South 28 degrees 18 minutes 13 seconds West along said margin of said highway 197.92 feet to a point; thence run South 62 degrees 07 minutes 11 seconds East 141.73 feet to a point; thence run North 27 degrees 52 minutes 49 seconds 198.00 feet to the point of beginning.

Being the same property conveyed to Pelham Properties, LLC, by deed from Kenny Pipe & Supply, Inc. dated September 26, 1995 and recorded September 28, 1995 of record in instrument 1995-27281, Shelby County, Alabama Judge of Probate's Office.

The above two parcels being the same property described in the survey by Joseph E. Conn, Jr., Alabama Registered Land Surveyor, No. 9049, dated April 25, 1997, as follows:

Commence at the southwest corner of the NW 1/4 of the SE 1/4 of Section 13, Township 20 south, range 3 west, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 424.47' to a point; Thence run North 27 degrees 36 minutes 44 seconds East a distance of 358.32' to a steel rebar corner and the point of beginning of the

property being described; Thence continue North 27 degrees 36 minutes 44 seconds East a distance of 285.90' to a steel rebar corner; Thence run North 62 degrees 08 minutes 55 seconds West a distance of 274.20' to a steel rebar corner on the easterly right of way line of Shelby County Highway No.33; Thence run South 28 degrees 18 minutes 13 seconds West along said highway right of way a distance of 197.92' to a steel rebar corner; Thence run South 24 degrees 10 minutes 16 seconds West along said Highway right of way a distance of 195.95' to a steel rebar corner at the P.C. of a curve to the left having a central angle of 48 degrees 26 minutes 01 second and a radius of 153.06'; Thence run along the arc of just described curve an arc distance of 129.38' to a steel rebar corner at the P.T. (End) of said curve; Thence run North 85 degrees 18 minutes 41 seconds East along the northerly margin of Commerce Drive a distance of 166.24' to the point of beginning, containing 2.24 acres. Property is subject to any and all agreements, easements, rights of way, restrictions, regulation and/or limitations of probated record and/or applicable law.

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