

Prepared by:
Dominick, Fletcher, Yeilding,
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2121 Highland Avenue
Birmingham, Alabama 35205

Inst # 1998-24240

06/30/1998-24240
08:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOY MCO 766.00

MORTGAGE

STATE OF ALABAMA)
 KNOW ALL MEN BY THESE PRESENTS;
SHELBY COUNTY)

WHEREAS, DOUBLE OAK WATER RECLAMATION, LLC, an Alabama limited liability company (hereinafter called "Mortgagor"), is justly indebted to **MARY N. WOOLEY** (hereinafter called "Mortgagee"), in the principal sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) evidenced by a Promissory Note of even date herewith, and being due and payable according to the terms thereof (the "Promissory Note"); and

WHEREAS, Mortgagor 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 Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate (the "Property") situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT A ATTACHED
HERETO AND MADE A PART HEREOF

Mortgagor warrants that said Property is free from all encumbrances, mortgages, liens and adverse claims. This Mortgage is subject only to restrictions, covenants, easements and rights of way of record; provided, however, that Mortgagor hereby reserves and excepts from this conveyance a permanent, perpetual and nonexclusive easement over, across, under and through the Property for purposes of (i) vehicular and pedestrian ingress to and egress from the Property, (ii) for installing, maintaining and repairing private and public utilities to serve both the Property and neighboring or adjoining real property, and (iii) to install, erect, maintain and operate signage, caution signals and pavement markings in a good and workmanlike manner and in accordance with all applicable federal, state, county and local governmental requirements, if any.

In the event the Mortgagor should convey the Property, or any part thereof or any interest therein, during the term of the Mortgage without the consent of the Mortgagee, the Mortgage will become immediately due and payable. Mortgagee hereby agrees to release the Property from the lien of this Mortgage upon payment to Mortgagee of all amounts due to Mortgagee pursuant to the Promissory Note and Mortgagee further agrees to release any portion of the Property from the lien of this Mortgage upon payment to Mortgagee of a release price of One Hundred Thousand and No/Dollars (\$100,000.00) per acre (or a prorated amount for a portion thereof), which payment shall first be applied to accrued interest, if any, on the unpaid principal balance of the Promissory Note, and the balance to the principal amount due under the Promissory Note

TO HAVE AND TO HOLD the above granted Property unto the said Mortgagee, Mortgagee's successors and assigns forever; and for the purpose of further securing payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said Property, and should default be made in the payment of same, the said Mortgagee may at the Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor agrees to keep the improvements on said Property insured against loss or damage by fire, storm, 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

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interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if Mortgagor fails to keep said Property insured as above specified, or fails 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 Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by 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 encumbrance 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 shall 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 Property 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 as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County (or the division thereof) where the 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 may then be necessary to expend, in paying insurance, taxes or other encumbrances, 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 Mortgagor further agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said Property, if the highest bidder therefor; and Mortgagor further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this Mortgage should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, Grantor, Double Oak Water Reclamation, LLC, an Alabama limited liability company, by and through William L. Thornton, III, as Vice-President of South Edge, Inc., as Manager of Double Oak Water Reclamation, LLC, who is authorized to execute this Mortgage as provided in Grantor's Articles of Organization and Operating Agreement which, as of this date have not been modified or amended, has hereto set its signature and seal, this the ____ day of June, 1998.

DOUBLE OAK WATER RECLAMATION, LLC, an Alabama limited liability company

By: South Edge, Inc., Its Manager

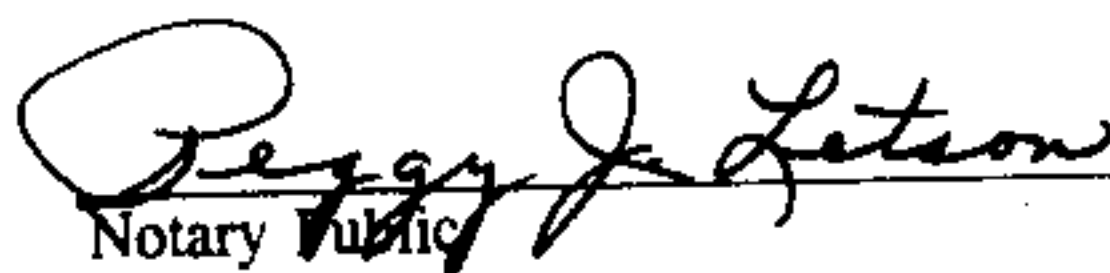
By: 
William L. Thornton, III
Its Vice-President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that William L. Thornton, III, whose name as Vice-President of South Edge, Inc., an Alabama corporation, as Manager of Double Oak Water Reclamation, LLC, an Alabama limited liability company, 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, acting in its capacity as Manager as aforesaid.

Given under my hand and seal this the 24th day of June, 1998.


Notary Public

[SEAL]

My commission expires:

9/27/99

**EXHIBIT A TO THE
MORTGAGE FROM
DOUBLE OAK WATER RECLAMATION, LLC
TO MARY N. WOOLEY**

Parcel II

A parcel of land situated in the W 1/2 of the SW 1/4 of Section 27, Township 19 South, Range 1 West, being more particularly described as follows:

Begin at the NE corner of the SW 1/4 of the SW 1/4 of Section 27, Township 19 South, Range 1 West; thence run in a Northerly direction along the East line of the NW 1/4 of the SW 1/4 of Section 27, also being the West line of Lot 2 of the Chesser Survey as recorded in Map Book 10 page 1, Shelby County, Alabama, a distance of 296.40 feet to a 5/8 inch rebar on the South right of way of U. S. Highway 280; thence turn an interior angle of 79 deg. 29 min. 33 sec. and run to the left in a Southwesterly direction along said right of way of said U. S. Highway 280 a distance of 149.03 feet to a concrete right of way monument; thence turn an interior angle of 194 deg. 14 min. 26 sec. and run to the right in a Westerly direction along said right of way a distance of 160.10 feet to a concrete right of way monument; thence turn an interior angle of 139 deg. 30 min. 39 sec. and run to the left in a Southwesterly direction along said right of way a distance of 283.62 feet to a concrete right of way monument; thence turn an interior angle of 222 deg. 10 min. 10 sec. and run to the right in a Westerly direction along said right of way a distance of 261.05 feet to a point; thence turn an interior angle of 90 deg. 02 min. 51 sec. and run to the left in a Southerly direction a distance of 24.45 feet to a point, said point being the point of beginning of a curve to the left; thence continue along the arc of said curve, having a radius of 235.00 feet, a central angle of 90 deg. 00 min. 00 sec., an arc length of 369.14 feet to a point; thence continue tangent to last described curve in an Easterly direction a distance of 14.46 feet to a point, said point being the beginning of a curve to the left; thence continue along the arc of said curve, having a radius of 290.00 feet, a central angle of 42 deg. 11 min. 12 sec. an arc distance of 213.53 feet to a point; thence continue tangent to last described curve in a Northeasterly direction a distance of 91.09 feet to a point, said point being the beginning of a curve to the right; thence continue along the arc of said curve, having a radius of 230.00 feet, a central angle of 40 deg. 05 min. 36 sec., an arc distance of 160.94 feet to a point; thence continue tangent to last described curve in an Easterly direction a distance of 144.96 feet to the point of beginning; being situated in Shelby County, Alabama.

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