

STATE OF ALABAMA

COUNTY OF SHELBY

## REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into on this 4th

day of March

, 19 99 by and between

JOE ROSE HOMEBUILDERS INC

(hereinafter referred to as "Mortgagor") and COLONIAL BANK

(hereinafter referred to as "Mortgagee").

### Witnesseth:

WHEREAS, Mortgagor is justly indebted to Mortgagee, and hereby executes this Mortgage to secure the payment of \$75,500.00

Seventy Thousand Five Hundred And 00/100 Dollars

as evidenced by promissory note of even date herewith and payable in accordance with the terms of said note.

WHEREAS, Mortgagor may hereafter become further indebted to Mortgagee as may be evidenced by promissory note(s) or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtedness(es) of Mortgagor to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obligations or liabilities of Mortgagor to Mortgagee now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account endorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, Mortgagor and all others executing this mortgage, in consideration of the premises, and to secure the payment of said indebtedness evidenced by note hereinabove specifically referred to, and any and all other indebtedness(es) due or to become due as hereinabove generally referred to, and the compliance with all of the covenants and stipulations herein contained, has bargained and sold, and does hereby grant, bargain, sell, alien, convey, transfer and mortgage unto Mortgagee, its successors and assigns, the following described real estate, together with buildings and improvements thereon (hereinafter sometimes called the "real estate" or the "mortgaged real estate"), lying and being situated

in the County of SHELBY, State of Alabama, and more particularly described as follows, to wit:

LOT 18, ACCORDING TO THE SURVEY OF HIDDEN CREEK II, SECOND SECTOR, AS RECORDED IN MAP BOOK 25, PAGE 34 OF THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA.

Inst # 1999-11841

03/22/1999-11841  
11:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOA DM 121.75

together with all awards received through eminent domain, and payments upon any insurance policies covering the real estate, and all rights, privileges, tenements, and appurtenances thereunto belonging or in anywise appertaining to said real estate including easements and rights-of-way appertaining thereto and all gas, steam, electric and other heating, cooling and lighting apparatus, elevators, iceboxes, plumbing, stoves, doors and other fixtures appertaining to the real estate and improvements located thereon, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the real estate, and every part thereof, unto Mortgagee, its successors and assigns forever. And Mortgagor covenants with Mortgagee that it is lawfully seized of the real estate in fee simple and has a good right to sell and convey the same as aforesaid; that the real estate is free of all encumbrances except as herein set out, and Mortgagor will warrant and forever defend the title to the real estate unto Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, agreements, and provisions:

1. That Mortgagor shall pay the said indebtedness(es) secured hereby and interest thereon when and as it (they) shall become due, whether in course or under any condition, covenant or agreement herein contained, together with any other indebtedness(es) which Mortgagor may owe to Mortgagee, it being further agreed that any statement, any note or obligation that is secured by this mortgage shall be conclusive evidence of such fact.

2. (a) That Mortgagor shall provide, maintain and deliver to Mortgagee policies of fire insurance (with extended coverage), and such other insurance as Mortgagee may from time to time require in companies, form, types, and amounts, and shall assign, with endorsements satisfactory to Mortgagee, and deliver to Mortgagee with mortgagee clauses satisfactory to Mortgagee all insurance policies of any kind or in any amount now or hereafter issued with respect to the real estate. Not later than the first day following the expiration date of any and all such insurance policies and at any time upon request of Mortgagee, Mortgagor shall furnish Mortgagee certificates of insurance issued by insurance companies satisfactory to Mortgagee showing that the amount and type of insurance required by Mortgagee hereunder is in effect. All renewal policies, with premiums paid, shall be delivered to Mortgagee at least thirty (30) days before the expiration of the old policies. If any insurance, or any part thereof, shall expire

or be withdrawn or become void or unsafe by Mortgagor's breach of any condition thereof, or become void or unsafe by reason of the impairment of the capital of any company by which the insurance may then be carried, or if for any reason whatever the insurance shall be unsatisfactory to Mortgagor, Mortgagor shall procure and deliver to Mortgagor new insurance on the premises, satisfactory to Mortgagor. If Mortgagor fails to procure and deliver such new insurance, Mortgagor may, but shall not be obligated to, procure same, and upon demand, Mortgagor shall reimburse Mortgagor all such costs expended with interest on such advance at the rate set forth in the note secured hereby. Mortgagor shall give immediate notice in writing to Mortgagor of any loss, injury or damage affecting the mortgaged real estate caused by any casualty or occurrence payable thereunder and to assign absolutely all policies to any holder of the note or to the grantee of the real estate in the event of the loss or damage to the mortgagor and security agreement or other transfer of title to the real estate in extinguishment of the indebtedness secured hereby. In the event of loss covered by any of the policies of insurance herein referred to, each individual insurance company concerned is hereby authorized and the note is deducting all costs of collection, including reasonable attorneys' fees, may be applied by the Mortgagor at its option, either as a payment toward the indebtedness secured hereby, whether or not then due or payable, or toward the restoration, reconstruction, repair or alteration of the real estate, either to the portion thereof by which said loss was sustained or any other portion thereof.

(b) That together with and in addition to the monthly payment of principal and interest, and on the same date on which the principal and interest are payable under the terms of the note secured hereby, Mortgagor, if required by Mortgaggee, shall deposit with the Mortgaggee, or in an interest bearing account, a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may be levied against the real estate and which may, after renew the insurance on the real estate for coverage against loss by fire or such other hazard as may feasibly be required by the Mortgaggee. The amount of such taxes, assessments, ground rents, and premiums when unknown, shall be estimated by the Mortgaggee. If the amount of such insurance premiums as they fall due, such excess shall be repaid to Mortgagor or credited to Mortgagor as Mortgaggee may determine. If the amount of such the funds held shall not be sufficient at any time to pay taxes, assessments, ground rents, and insurance premiums as they fall due, Mortgagor shall pay to Mortgaggee any amount necessary to make up the deficiency upon notice from Mortgaggee to Mortgagor requesting payment thereof. Upon payment in full of all sums secured by this mortgage, Mortgaggee shall promptly refund to Mortgagor any funds held.

(c) That Mortgagor shall pay and discharge as the same become due all taxes and assessments that may accrue, be levied or assessed upon the real estate or any part thereof, which may be or become a lien prior to this mortgage or have priority in payment to the indebtednesses secured hereby, or upon Mortgagor's interest therein or upon this mortgage or the indebtednesses; or evidence of indebtednesses secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part(s) thereof upon Mortgagor, upon the passage of which law, if an undertaking by Mortgagor to pay such taxes is legally inoperative, then the indebtednesses secured hereby without deduction therefrom, the Mortgagor, become immediately due and payable notwithstanding anything contained in this mortgage or any law heretofore enacted, and Mortgagor shall not suffer or permit any such taxes on the said real estate to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and further shall furnish annually to Mortgagor, prior to the date when they become delinquent certificates of receipts of the proper offices showing full payment of all such taxes and assessments.

3. That the real estate and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon.

4 That no building or other improvement on the real estate shall be structurally altered, removed or demolished without the Mortgagor's prior written consent, nor shall any fixture or chattel covered by this mortgage and adapted to the proper use and enjoyment of the real estate be removed at any time without like consent unless actually replaced by an article of equal suitability owned by Mortgagor. In the event of any breach of the above, the Mortgagor may, in addition to any other rights or remedies, at any time thereafter, declare the whole of the indebtedness due and payable.

b. That Mortgagor agrees that the indebtedness(s) hereby secured shall at once become due and payable and this mortgage subject to foreclosure as provided for herein, at the option of holder hereof, when and if any statement of lien is filed under the statutes of Alabama relating to mechanics and materialmen, without regard to form and contents 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.

6. That Mortgagor shall comply with all statutes, ordinances, regulations and laws promulgated by any governmental entity, covering or relating to the real estate and any and all legal requirements shall be fully complied with by Mortgagor.

7. That if Mortgagor fails to insure the real estate as hereinabove provided, or to pay all or any part of the taxes or assessments levied against the real estate or the indebtedness(es) secured hereby, or any interest of Mortgagor in either, or fails to pay or insures, or to discharge, any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, Mortgagor may, at its option, pay the real estate and/or pay said taxes, assessments, debts, liens and/or charges and any money which Mortgagor shall have so paid shall, thereafter, be held by Mortgagor additional to the indebtedness(es) secured hereby; shall be secured by this mortgage, shall bear the interest rate of the indebtedness(es) referred to from date paid or incurred, and, at the option of Mortgagor, shall be immediately due and payable.

8. That Mortgagor agrees that no delay or failure of Mortgagee to exercise any option to declare the maturity of any indebtedness under or in respect of this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any part of the debt or default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the Mortgagor and by the holder hereof; and the procurement of insurance or the payment of taxes or other amounts due by or to the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness set heretofore incurred by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, debts, sums or charges.

9. That if Mortgagor shall be made a party to any suit involving the title to the real estate and employs an attorney to represent it, then Mortgagor employs an attorney to assist in settling or removing any cloud on the title to the real estate hereby conveyed that pertains to the subject of the title of the mortgagor in any respect, Mortgagor will pay to Mortgaggee, when the same becomes due, such attorney's fee as may be paid by law and as may be reasonable for such services, and if such fee is paid or incurred by Mortgaggee the same shall be secured by the indebtedness referred to and shall bear interest from the date it is paid or incurred at the rate set out in the note bearing date referred to and shall be at once due and payable.

10. That all expenses incurred by Mortgagor, including attorney's fees, in compromising, adjusting or defending against liens, claims or encumbrances sought to be fixed upon the real estate hereby conveyed, whether such claims or encumbrances be valid or not, shall be borne by the indebtedness so indebtedness hereby secured.

11. That Mortgagor agrees to pay a reasonable attorney's fee as may be permitted by law to Mortgagor should the Mortgagee employ an attorney to collect any indebtedness(s) secured by this mortgage.

12. That notwithstanding that the assignment of awards heretofore referred to shall be deemed to be self-executing, Mortgagor, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, shall execute, at Mortgagee's request, and forthwith deliver to Mortgagee, a valid assignment in recordable form, designating an amount in the mortgage and any advances made by Mortgagee as herein provided then remaining unpaid, with interest thereon at the rate specified before the note which this mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of the note.

1.4. That if Mortgagor shall make default in the payment of any of the indebtednesses hereby secured, or in the performance of any of the terms and conditions hereof, Mortgagor may proceed to collect the rent, income and profits from the real estate, either with or without the appointment of a receiver, any rents, income and profits collected by Mortgagor prior to foreclosure of this mortgage, less the cost of collecting the same, including reasonable estate commission or attorney's fee incurred, shall be credited first to advances with interest thereon, then to interest due on the principal indebtedness, and the remainder, if any, to the principal debt(s) hereby secured.

14. That it is further agreed that if Mortgagor shall fail to pay, or cause to be paid, the whole or any portion of the principal sum, or any interest thereon, or any other indebtednesses) the payment of which is hereby secured, as they or any of them mature, either by agreement, otherwise, in accordance with the agreements and covenants herein contained, or should default be made in the payment of any, or certain taxes, or insurance premiums, taxes or assessments now, or which may hereafter be, levied against, or which may become due, upon the real estate, or should default be made in any of the covenants, conditions and agreements herein contained, then and in that event the whole or any principal sum, with interest thereon, and all other indebtednesses) secured hereby, shall, at the option of the then holder of said indebtednesses, or of the real estate, and after, or without, taking such possession of the same, sell the mortgaged real estate at public outcry, in front of the court house of the county wherein the real estate is located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice, in some place, and terms of such sale by publication once a week for three (3) successive weeks in some newspaper published in said county, and thereafter make and give a deed to the real estate so purchased in the name and on behalf of Mortgagor, and the certificate of the holder of the indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the real estate, or the unpaid indebtedness. Mortgagor, or the then holder of the indebtednesses) hereby secured, may bid at such sale and become the purchaser of the real estate, or of the real estate, or the unpaid indebtednesses) secured hereby, including a reasonable attorney's fee, or reasonable attorneys' fees, as permitted by law, for the purpose of pursuing any efforts theretofore directed to that end, including, but without limitation to, the defense of any proceedings instituted by the

real estate to prevent or delay, by any means, the exercise of said power of sale on the foreclosure of this mortgage; (b) to the payment of whatever sum or sums Mortgagor may have paid out or become liable to pay, in carrying out the provisions of this mortgage, together with interest thereon; (c) to the payment and satisfaction of said indebtedness(es) and interest thereon specifically referred to hereinabove to the day of sale and (any other indebtednesses) secured by this mortgage; and (d) the balance, if any, shall be paid over to Mortgagor, or Mortgagor's successors or assigns. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

15. That in the event of the enactment of any law by the State of Alabama, after the date of this mortgage, deducting from the value of the real estate for the purpose of taxation any lien thereon, or imposing any liability upon Mortgagor, in respect of the indebtedness(es) secured hereby, or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this mortgage, Mortgagor shall pay any such obligation imposed on Mortgagor thereby, and in the event Mortgagor fails to pay such obligation or is prohibited by law from making such payment, the whole of the principal sum secured by this mortgage, together with the interest due thereon shall, at the option of Mortgagor, without notice to any party, become immediately due and payable.

16. That should Mortgagor become insolvent or bankrupt; or should a receiver of Mortgagor's property be appointed; or should Mortgagor intentionally damage or attempt to remove any improvements upon said mortgaged real estate; or should it be discovered after the execution and delivery of this instrument that there is a defect in the title to or a lien or encumbrance of any nature on the real estate prior to the lien hereof, or in case of an error or defect in the above described note or this instrument or in the execution or the acknowledgment thereof; or if a homestead claim be set up to the real estate or any part thereof adverse to this mortgage and if the said Mortgagor shall fail for thirty (30) days after demand by the Mortgagor, or other holder or holders of said indebtedness(es), to correct such defects in the title or to remove any such lien or encumbrance of

Mortgagor, or other holder or holders of said indebtedness(es), the homestead claim, or to correct any error in said note or this instrument or its execution, then, upon any such default, failure or nonpayment, the Mortgagor, or other holder or holders of said indebtedness(es), or any part thereof, shall have the option or right, without notice or demand, to declare Mortgagor, or other holder or holders of said indebtedness(es) then remaining unpaid immediately due and payable, and may immediately or at any time thereafter foreclose this mortgage or all of said indebtedness(es) may elect

17. That no right, title or interest in or to the mortgaged real estate, or any part thereof, shall be sold, transferred, assigned, conveyed, mortgaged or encumbered by a lien at any time prior to the payment in full of the indebtedness(es) secured hereby without first obtaining the prior written consent and approval of Mortgagor which consent and approval shall be within Mortgagor's sole discretion; that in the event of any violation of this provision the entire unpaid balance of the indebtedness(es) secured hereby, together with all interest thereon, shall become due and payable immediately at the option of Mortgagor without notice to Mortgagor, and shall be recoverable by Mortgagor forthwith or at any time thereafter without stay of execution or other process and failure of Mortgagor to pay all monies to Mortgagor secured by this mortgage shall be an act of default entitling Mortgagor to foreclose this mortgage in accordance with the terms hereof.

18. That it is the intent of the Mortgagor and Mortgagor to secure any and all indebtedness(es) of said Mortgagor to Mortgagor, now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is intended and does secure, not only the indebtedness hereinabove specifically referred to, but also any and all other debts, obligations and liabilities of said Mortgagor to said Mortgagor, whether now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, at any time before actual satisfaction and cancellation of this mortgage in the Probate Office where recorded, and whether the same be evidenced by promissory note, open account, endorsement, guaranty agreement, pledge agreement, or otherwise; that it is expressly agreed that any indebtedness at any time secured hereby may be extended, rearranged or renewed and that any part of the security herein described may be waived or released without anywise altering, varying or diminishing the force, effect or lien of this mortgage; and this mortgage shall continue as a first lien on all of the real estate and other property and rights covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid and no other security now existing or hereafter taken to secure the payment of said indebtedness(es) or any part thereof shall in any manner be impaired or affected by the execution of this mortgage; and no security subsequently taken by Mortgagor or other holder or holders of said indebtedness(es) shall in any manner impair or affect the security given by this mortgage; and all security for the payment of said indebtedness(es) or any part thereof shall be taken, considered and held as cumulative.

19. That Mortgagor agrees for itself and any and all persons or concerns claiming by, through or under Mortgagor, that if it or any one or more of them shall hold possession of the above described real estate or any part thereof subsequent to foreclosure hereunder, it or the parties so holding possession shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of the real estate, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

20. That Mortgagor agrees to faithfully perform all the covenants of the lessor or landlord under present and future leases affecting the mortgaged real estate, and neither do nor neglect, nor permit to be done, anything which may diminish or impair their value, or the rents provided for therein, or the interest of the lessor or of the Mortgagor therein or thereunder.

21. That Mortgagor shall furnish to Mortgagor within [redacted] days after the close of each fiscal year of Mortgagor, such financial records as the holder of this mortgage may require including, but not limited to, an annual statement of the operation of the real estate which shall include annual statements itemizing the income and expenses, an itemized rent roll, together with a complete financial statement of Mortgagor's assets and liabilities and its profit and loss statement. Such statement shall be prepared by certified public accountant acceptable to Mortgagor or at Mortgagor's discretion be supported by the affidavit of Mortgagor. Said information shall be given to Mortgagor at no expense to Mortgagor.

22. That if the indebtedness evidenced by the note specifically referred to hereinabove is being advanced by Mortgagor to Mortgagor under the terms and provisions and in accordance with a loan agreement or construction loan agreement ("Agreement"), the terms and provisions of such agreement are hereby incorporated by reference as part of this mortgage as if fully set out herein, and any default in the performance of the provisions thereof, or any contract or agreement between Mortgagor and Mortgagor, shall constitute a default hereunder entitling Mortgagor to exercise the remedies provided herein, including the right to foreclose this mortgage in accordance with the terms hereof, that each FUTURE ADVANCE advanced by Mortgagor to Mortgagor is being advanced in accordance with an agreement dated [redacted]

23. That in the event this mortgage is second and subordinate to any prior mortgage(s) and in the event the Mortgagor should fail to make all payments which become due on said prior mortgage(s), or should default in any of the other terms, provisions and conditions of said prior mortgage(s) to occur, then such default under the prior mortgage(s) shall constitute an event of default under the terms and provisions of this mortgage, and the Mortgagor herein may, at its option, declare the entire indebtedness(es) secured by this mortgage immediately due and payable and if payment is not promptly made, then declare this mortgage in default and subject to foreclosure, provided that the Mortgagor herein may, at its option, make an behalf of Mortgagor, any such payments which become due on said prior mortgage(s), or incur any such expense or obligations on behalf of Mortgagor, in connection with the said prior mortgage(s), in order to prevent the foreclosure of said prior mortgage(s), and all such amounts so expended by the Mortgagor on behalf of said Mortgagor shall become a debt to the Mortgagor and shall be secured by this mortgage and shall bear interest from the date of payment at the maximum legal rate of interest from time to time permitted by the laws of the State of Alabama, and shall be at once due and payable, entitling the Mortgagor to all of the rights and remedies provided herein, including, at Mortgagor's option, the right to foreclose this mortgage.

24. That provided always that if Mortgagor pays the indebtedness(es) secured by this mortgage, and reimburses Mortgagor, its successors and assigns, for any amount it may have expended pursuant to the authorization of this mortgage, including without limitation, sums spent in payment of taxes, assessments, insurance or other liens and interest thereon, and shall do and perform all other acts and things herein agreed to be done, the conveyance shall be null and void; otherwise it shall remain in full force and effect.

25. That any promise made by Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all rights of exemption under the laws and Constitution of the State of Alabama and agrees to pay as permitted by law a reasonable attorney's fee for the collection thereof.

26. That no delay or failure of Mortgagor to exercise any option herein given or reserved shall constitute a waiver of such option, and nothing shall prevent Mortgagor from afterwards exercising same or any other option at any time, and the payment or contracting to pay by Mortgagor of anything Mortgagor has herein agreed to pay shall not constitute a waiver of default of Mortgagor in failing to make said payments and shall not estop Mortgagor from foreclosing this mortgage on account of such failure of Mortgagor.

27. That wherever and whenever in this mortgage it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing and forwarded by registered mail, return receipt requested, addressed as follows:

To Mortgagor:

JOE ROSE HOMEBUILDERS INC

117 WINDSOR CIRCLE

PELHAM, AL 35124 2837

To Mortgagor:

Colonial Bank

28. That singular or plural words used herein to designate the Mortgagor shall be construed to refer to the maker of this mortgage, and the covenants and agreements herein contained shall bind the successors and assigns of the Mortgagor, and every option, right and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns.

29. That the unenforceability or invalidity of any provision or provisions of this mortgage shall not render any other provision or provisions herein contained unenforceable or invalid. All rights or remedies of Mortgagee hereunder are cumulative and not alternative, and are in addition to those provided by law.

IN WITNESS WHEREOF, the undersigned (has) (have) set his (her) (their) hand(s) and seal(s) on the day and year first above written.

WITNESSES:

X:   
JOE ROSE HOMEBUILDERS INC  
BY: JOE ROSE  
ITS: PRESIDENT

ESFA

ESTM

FEA

FEA

TBwp

STATE OF ALABAMA

COUNTY

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

whose name(s) (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) (she) (they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the

day of

Notary Public

STATE OF ALABAMA

SHELBY COUNTY

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

whose name is **PRESIDENT** of **JOE ROSE HOMEBUILDERS INC**

conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he (she) (they) executed the same voluntarily for and as the act of said corporation 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

4th

day of

MARCH

1999

Notary Public

MY COMMISSION EXPIRES APRIL 22, 2002

This instrument prepared by: **TAMMY WILSON**

INST. # 1999-11841

Colonial Bank  
1928 1ST AVENUE NORTH  
BIRMINGHAM, AL 35201

03/22/1999-11841  
11:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CRH 121.75