

STATE OF ALABAMA)

SHELBY COUNTY)

FUTURE ADVANCE MORTGAGE

This indenture is made and entered into this 17th day of July, 2000, by and between **Bobby W. Sillavan ("Sillavan")** (the "Mortgagor") and **Walston, Wells, Anderson & Bains, LLP, an Alabama limited liability partnership** (the "Mortgagee").

Whereas, Sillavan Lumber Company, Inc. ("Sillavan Lumber") and Sillavan are justly indebted to the Mortgagee in the principal amount of approximately Eighteen Thousand Eight Hundred Sixty-Five and 92/100 (\$18,865.92) for prior legal services rendered. Debts for past, present and future services, plus interest thereon at the legal rate, are collectively referred to herein as the "Debts."

Whereas, Sillavan has requested that the Mortgagee provide future legal services to Sillavan and has offered his interest in the Real Estate as collateral.

Whereas, the Mortgagee is willing to provide legal services to Sillavan up to the maximum principal amount of Fifty Thousand and No/100 (\$50,000.00), which services will be evidenced by invoices for services rendered and shall be secured as provided herein.

Now, therefore, in consideration of the premises, and as a retainer and to secure the payment of the Debts for past, present and future services rendered and the performance of the covenants contained herein, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, all of his right, title and interest in and claims to the real estate, situated in Shelby County, Alabama described on Exhibit A attached hereto and made a part hereof (said real estate being hereinafter called the "Real Estate").

Together with all the rights, privileges, tenements, improvements, appurtenances and fixtures appertaining to or claims to recover an interest in the Real Estate, all of which shall be deemed Real Estate and conveyed by this mortgage.

To have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that title to the Real Estate is presently in the name of Melinda Sillavan; however, the Real Estate was acquired jointly by Sillavan and Melinda Sillavan and conveyed to Melinda Sillavan voluntarily and without consideration and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except as otherwise set forth herein, and the Mortgagor will warrant and forever defend his title to and/or interest in the Real Estate unto the Mortgagee, against the lawful claims of all persons.

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For the purpose of further securing the payment of the Debts, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount.

The Mortgagor hereby assigns and pledges to the Mortgagee as further security for the payment of the Debts, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including, but not limited to, all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above, then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debts due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debts due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less the cost of collecting same), if collected, to be credited against the Debts; or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor and at once payable, without demand upon, or notice to, the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the legal rate.

The Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such

judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debts in such manner as the Mortgagee elect, or, at the Mortgagee's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate; and

3. all claims, general intangibles, beneficial interests of Sillavan in and to the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

The invoices transmitted by the Mortgagee to Sillavan shall be due and payable upon the sale of the Real Estate, but no later than one year after their issuance unless extended in writing. The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debts due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

Upon condition, however, that if the Mortgagor pays the Debts (which Debts include the indebtedness evidenced by the invoices and unbilled time for services rendered and any and all extensions and renewals thereof, or any part thereof, and all interest on said indebtedness and on any and all such extensions and renewals) and reimburse the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfill all of their obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debts, or any part thereof, is not paid when due; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any other claim against either Mortgagor, lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debts or permitting or authorizing the deduction of any such tax from the principal or interest of the Debts, or by virtue of

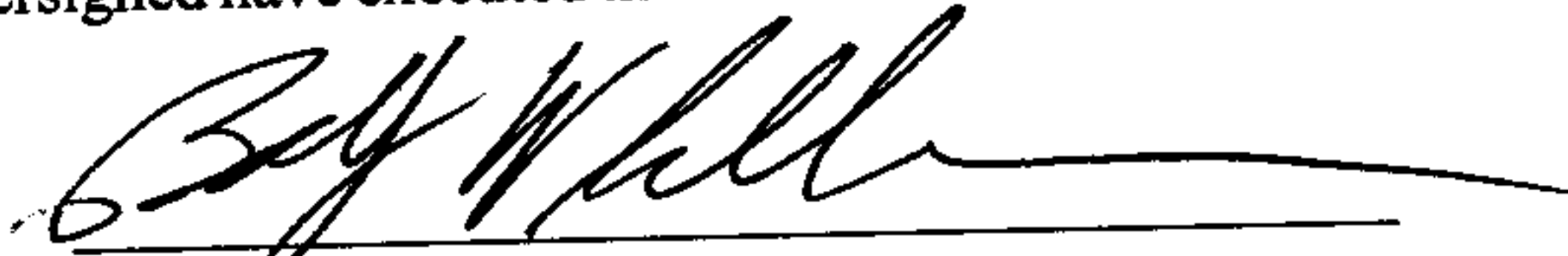
which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) if either Mortgagor shall die; (10) the Real Estate, or any part thereof, or any interest therein, is sold, conveyed, transferred or leased, without the prior written consent of the Mortgagee, or if the Real Estate, or any part thereof; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debts shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorney's fee (provided, however, that such attorney's fees shall not exceed 15% of the unpaid Debts after default and referral to an attorney not a salaried employee of the Mortgagee and no such attorney's fees shall be collectible if the original principal amount or the original amount financed does not exceed \$300); second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debts 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 paid to the party or parties appearing of record to be entitled to such balance, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorney's fees incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debts, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debts and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debts and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned;

and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

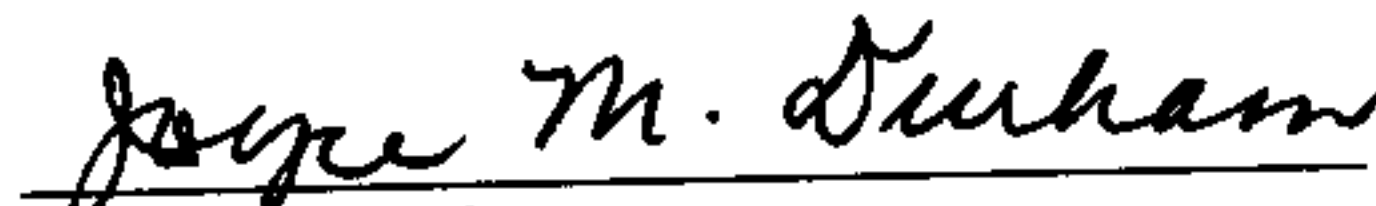
In witness whereof, the undersigned have executed this instrument as of the date first written above.


Bobby W. Sillavan

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Bobby W. Sillavan, whose name is signed to the foregoing Future Advance Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of July, 2000.


Notary Public

AFFIX SEAL

My Commission Expires: 12/22/01

This instrument prepared by:

David B. Anderson, Esq.
WALSTON, WELLS, ANDERSON
& BAINS, LLP
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EXHIBIT "A"

Lot 3430, according to the survey of Riverchase Country Club 34th Addition, as recorded in Map Book 15, Page 32, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, restrictions, setback lines, rights of ways, limitations, if any, of record, and Ad Valorem taxes for 2000, which said taxes are not due and payable until October 1, 2000.

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