

This Instrument Prepared By:
 Albert E. Ritchey
 1910 28th Avenue South
 Birmingham, Alabama 35209

STATE OF ALABAMA)
)
 SHELBY COUNTY) REAL ESTATE MORTGAGE

102408/2001-04551
 SHELBY COUNTY JUDGE OF PROBATE
 398.00

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, **JOSEPH H. GANDY** and wife, **KAY D. GANDY** (hereinafter referred to as "Mortgagors"), are justly indebted to **R. MYERS, INC.**, an Alabama Corporation, (hereinafter referred to as "Mortgagee"), in the sum of Two Hundred Fifty-Four Thousand and No/100 Dollars (\$254,000.00) as evidenced by a Promissory Note executed simultaneously herewith by **DENMAN & CROSBY, LLC.**, an Alabama limited liability company, which is guaranteed by Mortgagors, and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due.

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the debt evidenced by said note and any future note or notes, and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "said indebtedness") and the compliance with all the stipulations herein contained, the Mortgagors do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to-wit:

The legal description is attached hereto as Exhibit "A" and made a part hereof by reference.

This conveyance is subject to the following:

1. Real estate taxes and assessments for the current year and subsequent years.
2. Easements, restrictions, reservations, right-of-way, limitations, covenants and conditions of record.
3. Minerals and mining rights, if any.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agree to pay all taxes or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of payoff of the same; and to further secure said indebtedness, the undersigned agree to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee as the interest of the said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

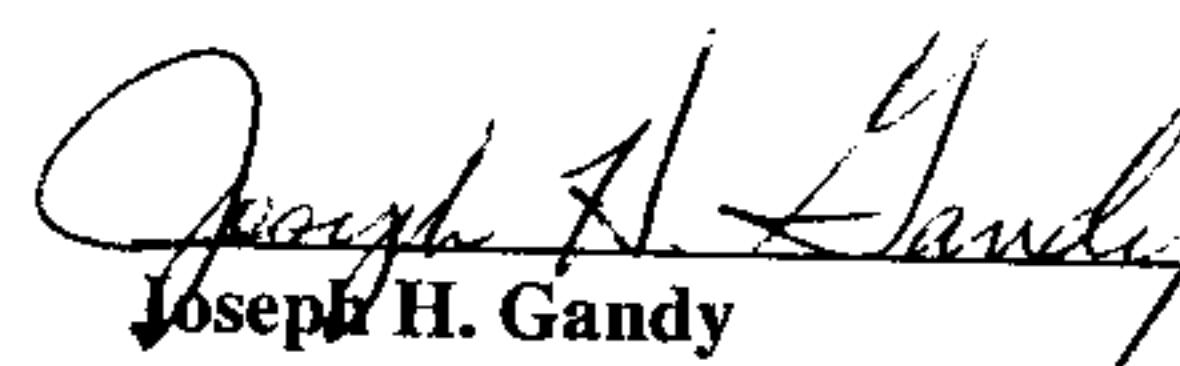
Upon condition, however, that if the said Mortgagors pay said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance

to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of 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, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then 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 remainder, if any, to be turned over to the said Mortgagors; and the undersigned, further agrees that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagors by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee(s)" wherever used in this mortgage refers to the person, or to the person, or to the corporation or Trust named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the agents, successors and assigns, of said Mortgagee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 29th day of January, 2001


Joseph H. Gandy


Kay D. Gandy

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Joseph H. Gandy and wife, Kay D. Gandy, who are known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of February, 2001.

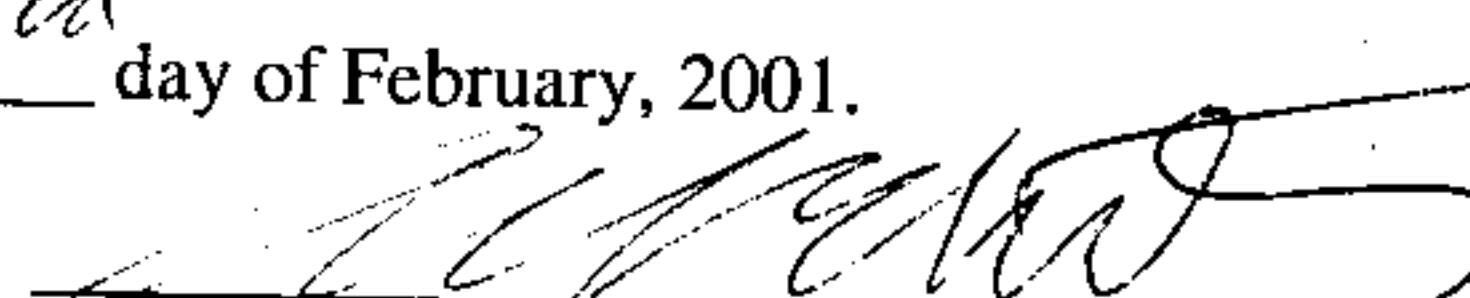

Notary Public
My Commission Expires: 6/7/04

EXHIBIT "A"

Inst * 2001-04551

02/08/2001-04551
11:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MM 398.00

PARCEL 1:

Commence at the northwest corner of the SW 1/4 of the SE 1/4 of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama, and run thence South 00 degrees 03 minutes 59 seconds West along the west line of said quarter-quarter 904.24 feet to a point; thence run South 89 degrees 04 minutes 23 seconds East 584.59 feet to a rebar pin set in the centerline of a 40 foot wide ingress-egress easement and the point of beginning of the property, Parcel "1" being described; thence run North 45 degrees 27 minutes 01 seconds East along the centerline of said 40.0 foot easement 524.19 feet to a steel rebar pin; thence run South 68 degrees 49 minutes 30 seconds East 358.04 feet to a steel rebar pin on the east line of said SW 1/4 of the SE 1/4 of said Section 24; thence run South 00 degrees 08 minutes 02 seconds West along said quarter-quarter line 792.44 feet to a steel rebar pin; thence run South 30 degrees 03 minutes 52 seconds West 16.04 feet to a steel rebar pin; thence run North 88 degrees 45 minutes 41 seconds West 263.34 feet to a steel rebar pin; thence run North 25 degrees 34 minutes 45 seconds West 13.99 feet to a steel rebar pin; thence run North 00 degrees 01 minute 01 second East 407.76 feet to a steel rebar pin; thence run North 88 degrees 44 minutes 54 seconds West 201.25 feet to a steel rebar pin; thence run North 06 degrees 44 minutes 21 seconds East 10.37 feet to a steel rebar pin; thence run North 89 degrees 04 minutes 23 seconds West 252.21 feet to the point of beginning.

PARCEL 2:

Commence at the northwest corner of the SW 1/4 of the SE 1/4 of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama and run thence South 00 degrees 03 minutes 59 seconds West along the west line of said quarter-quarter 904.24 feet to a point; thence run South 89 degrees 04 minutes 23 seconds East 584.59 feet to a rebar pin in the centerline of a 40-foot wide ingress-egress easement; thence run North 45 degrees 27 minutes 01 seconds East along the centerline of said 40.0 foot easement 416.76 feet to a steel rebar pin and the point of beginning of the property, Parcel "2" being described; thence run North 00 degrees 05 minutes 59 seconds East 188.45 feet to a steel rebar pin; thence run North 88 degrees 59 minutes 46 seconds West 255.00 feet to a steel rebar pin; thence run North 00 degrees 05 minutes 59 seconds East 417.42 feet to a steel rebar pin on the North line of said SW 1/4 of the SE 1/4 of said Section 24; thence run South 88 degrees 59 minutes 40 seconds East along said quarter-quarter line 603.90 feet to a steel rebar pin; thence run South 19 degrees 50 minutes 24 seconds West 337.67 feet to a steel rebar pin; thence run North 88 degrees 49 minutes 30 seconds West 10.00 feet to a steel rebar pin; thence run South 00 degrees 08 minutes 02 seconds West 210.00 feet to a steel rebar pin; thence run North 88 degrees 49 minutes 30 seconds West 148.28 feet to a steel rebar pin; thence run South 43 degrees 27 minutes 01 seconds West 107.43 feet to the point of beginning.