

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
1318 Alford Avenue, Suite 101
Birmingham, Alabama 35226

REAL ESTATE ACCOMMODATION MORTGAGE

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, TRI-STATE DISTRIBUTORS, INC. (hereinafter "Borrowers", whether one or more) are, contemporaneously with the execution hereof, becoming indebted to UNION STATE BANK (hereinafter "Bank"), on a loan in the sum of FIVE HUNDRED EIGHTY THOUSAND AND 00/100 Dollars (\$580,000.00) principal, as evidenced by a promissory note dated May 31, 2001, payable to Bank with interest thereon, on demand or as otherwise provided therein (hereinafter "Note") and as the said Note may be hereafter renewed, altered, amended or increased; and

WHEREAS, said Borrowers or the Mortgagors (as hereinafter defined) may hereafter become indebted to Bank or a subsequent holder of this Accommodation Mortgage on loans or otherwise (said Bank and any subsequent holder of this Accommodation Mortgage being referred to herein as "Mortgagee"); and

WHEREAS, in order to induce Mortgagee to make the above loan or loans to Borrowers, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned Edward H. Lindley, Jr. and wife, Cecile Lindley (hereinafter "Mortgagors", whether one or more) agree to make this Accommodation Mortgage to secure said principal amount with interest, and all renewals, extensions or modifications thereof, and any and all other additional indebtedness of said Borrowers or Mortgagors to said Mortgagee, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and whether incurred or given as maker, endorser, guarantor or otherwise, all of which are hereinafter referred to as "Other Indebtedness".

NOW, THEREFORE, the undersigned Mortgagors and all others executing this Accommodation Mortgage, in consideration of the premises, and to secure the prompt payment of the loan or loans above mentioned with the interest thereon, and any extensions, renewals or modifications of same; and any and all Other Indebtedness of Borrowers or Mortgagors to Mortgagee as set forth above and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, and as may be set forth in instruments evidencing or securing Other Indebtedness of Borrowers to Mortgagee, and further to secure any and all charges incurred by Mortgagee on account of Mortgagors, including but not limited to attorney's fees, have bargained and sold and do hereby grant, bargain, sell and convey unto said Mortgagee, its successors and assigns, that certain real property situated in the County of Shelby, State of Alabama (hereinafter "Property"), described on Exhibit "A" attached hereto, or described as follows, to-wit:

Said property is warranted free from all encumbrances and against any adverse claims except for mortgage(s) superior to this mortgage.

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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, agrees 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 paying off the same; and to further secure said indebtedness, the undersigned agrees 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 said Mortgagee may appear, and promptly to deliver said policies, or any renewals of 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 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 the mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

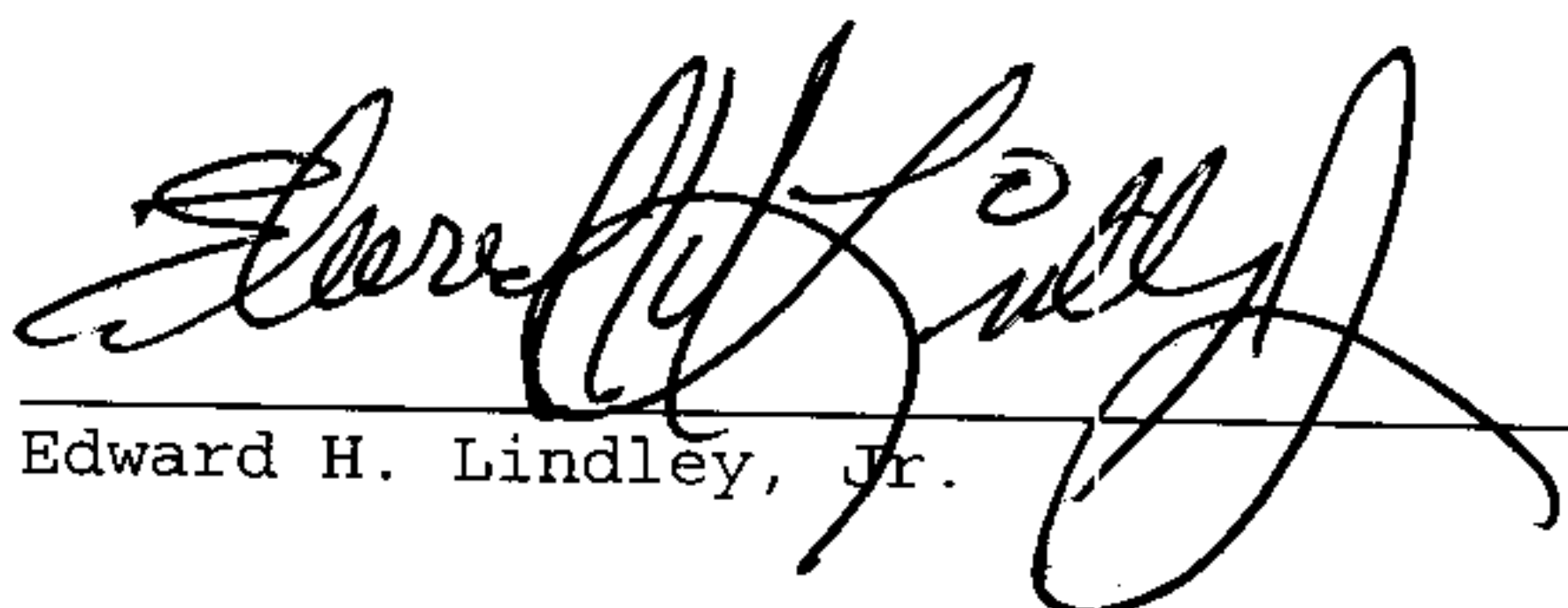
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest, thereon, then this conveyance to be null and void, but should default be made in payment of any 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 incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to 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, on en masse, as Mortgagee may deem best, in front of the Courthouse 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 payment of any amounts that may have been expended, or that it may necessary then to expended in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to 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 Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as through 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 Mortgagor 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 in Chancery, 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" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as a grantee or grantees in the granting clause herein.

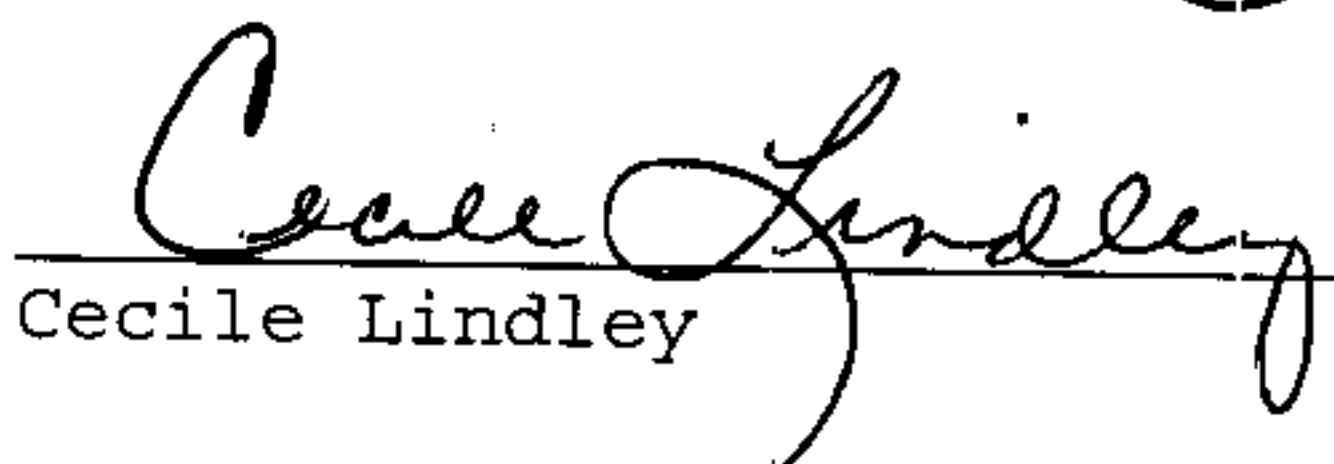
Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successor and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 31th day of May, 2001.

CAUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.



Edward H. Lindley, Jr.

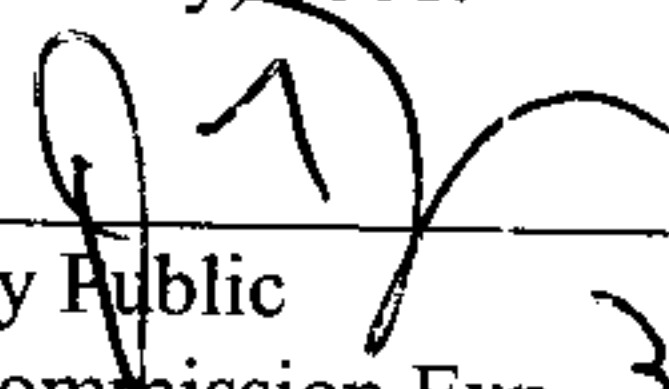


Cecile Lindley

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Edward H. Lindley, Jr. and wife, Cecile Lindley, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me this day that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of May, 2001.



Notary Public
My Commission Exp. 3-1-02

Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

EXHIBIT 'A' - LINDLEY TO UNION STATE BANK

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A - PARAGRAPH 4 - CONTINUED
LEGAL DESCRIPTION**

Beginning at the NE corner of the NW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama; thence south 52 degrees 16 minutes 51 seconds west and run a distance of 357.88 feet; thence south 26 degrees 17 minutes 30 seconds west and run a distance of 449.27 feet; thence north 86 degrees 29 minutes 56 seconds west and run a distance of 799.49 feet to the southeasterly water's edge of a lake; thence northeasterly along said water's edge on the following course: thence north 45 degrees 26 minutes 22 seconds east and run a distance of 39.76 feet; thence north 39 degrees 38 minutes 26 seconds east and run a distance of 63.17 feet; thence north 07 degrees 56 minutes 27 seconds east and run a distance of 24.42 feet; thence north 41 degrees 32 minutes 32 seconds east and run a distance of 83.93 feet; thence north 70 degrees 39 minutes 05 seconds east and run a distance of 20.58 feet; thence north 35 degrees 51 minutes 39 seconds east and run a distance of 121.55 feet; thence north 52 degrees 38 minutes 22 seconds east and run a distance of 127.07 feet; thence north 25 degrees 26 minutes 48 seconds east and run a distance of 181.50 feet; thence north 52 degrees 00 minutes 07 seconds east and run a distance of 36.44 feet; thence north 31 degrees 58 minutes 37 seconds east and run a distance of 84.77 feet; thence north 45 degrees 47 minutes 25 seconds east and run a distance of 23.84 feet to the intersection of the water's edge of said lake and the north line of said northwest quarter of the southeast quarter of said section; thence south 86 degrees 32 minutes 16 seconds east and run a distance of 793.57 feet to the point of beginning.

Also, a 30 foot wide easement for ingress, egress and utility situated in Section 2, Township 21 South, Range 2 West, in Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of the SE 1/4 of said section; thence south 52 degrees 16 minutes 51 seconds west and run a distance of 357.88 feet; thence south 26 degrees 17 minutes 30 seconds west and run a distance of 429.27 feet; thence north 86 degrees 29 minutes 56 seconds west and run a distance of 649.22 feet to the centerline of an existing dirt road, said point being the point of beginning of the following described easement; thence south 38 degrees 44 minutes 35 seconds west and run a distance of 278.03 feet; thence south 30 degrees 33 minutes 24 seconds west and run a distance of 60.99 feet; thence south 17 degrees 29 minutes 39 seconds west and run a distance of 78.26 feet; thence south 04 degrees 00 minutes 12 seconds west and run a distance of 44.64 feet; thence south

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COMMITMENT FOR TITLE INSURANCE SCHEDULE A - PARAGRAPH 4 (continued)

01 degree 26 minutes 43 seconds west and run a distance of 98.68 feet; thence south 09 degrees 47 minutes 01 seconds east and run a distance of 42.61 feet; thence south 18 degrees 10 minutes 02 seconds east and run a distance of 131.00 feet; thence south 01 degree 01 minutes 31 seconds east and run a distance of 69.71 feet; thence south 10 degrees 13 minutes 46 seconds east and run a distance of 111.19 feet; thence south 39 degrees 41 minutes 40 seconds east and run a distance of 59.08 feet; thence south 14 degrees 18 minutes 12 seconds west and run a distance of 51.45 feet; thence south 01 degree 35 minutes 21 seconds east and run a distance of 52.27 feet; thence south 13 degrees 46 minutes 31 seconds east and run a distance of 42.96 feet; thence south 20 degrees 38 minutes 28 seconds east and run a distance of 275.35 feet; thence south 25 degrees 41 minutes 46 seconds and run a distance of 48.69 feet; thence south 36 degrees 32 minutes 32 seconds east and run a distance of 88.61 feet; thence south 30 degrees 29 minutes 23 seconds east and run a distance of 121.56 feet; thence south 18 degrees 21 minutes 44 seconds east and run a distance of 37.02 feet; thence south 12 degrees 03 minutes 05 seconds east and run a distance of 76.74 feet; thence south 19 degrees 12 minutes 02 seconds east and run a distance of 89.01 feet; thence south 55 degrees 08 minutes 43 seconds east and run a distance of 39.51 feet; thence south 24 degrees 47 minutes 52 seconds east and run a distance of 104.74 feet; thence south 17 degrees 14 minutes 58 seconds east and run a distance of 101.35 feet; thence south 26 degrees 14 minutes 55 seconds east and run a distance of 95.66 feet; thence south 33 degrees 12 minutes 35 seconds east and run a distance of 168.14 feet; thence south 54 degrees 04 minutes 11 seconds east and run a distance of 34.25 feet; thence south 60 degrees 17 minutes 54 seconds east and run a distance of 74.66 feet; thence south 31 degrees 48 minutes 15 seconds east and run a distance of 36.90 feet; thence south 05 degrees 38 minutes 05 seconds east and run a distance of 30.70 feet; thence south 03 degrees 50 minutes 57 seconds west and run a distance of 62.72 feet; thence south 36 degrees 20 minutes 57 seconds east and run a distance of 11.58 feet, more or less, to the northwesterly right of way of Shelby County Highway No. 331 (80 foot right of way), said point being the end of said easement.

Minerals and mining rights excepted.

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Commitment No. 58116
Schedule A - Paragraph 4 - Continued

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.