MORTGAGE FORM

FORM 100-36 Rev. 12/79

State of Alabama
Shelby County.

This instrument prepared by
CENTRAL STATE BANK
Post Office Box 180
Calera, Alabama 35040

MORTGAGE

THIS INDENTURE is made and entered into this 27th day of June, ~~19~~ 2001 by and between Sammy McEwen and wife, Barbara E. McEwen (hereinafter called "Mortgagor," whether one or more) and CENTRAL STATE BANK, Calera, Alabama, an Alabama banking corporation (hereinafter called "Mortgagee").

WHEREAS, said Mortgagor is (are) justly indebted to the Mortgagee in the principal sum of Two Hundred Forty Thousand and 00/100 dollars ($ 240,000.00) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is payable in accordance with its terms, and which has a final maturity date of ON DEMAND ,

WHEREAS, Mortgagor agreed in incurring said indebtedness that this mortgage should be given to secure the prompt payment of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, as well as any extension or renewal or refinancing thereof or any part or portion thereof, and also to secure any other indebtedness or indebtednesses owed now or in the future by Mortgagor to Mortgagee, as more fully described in the next paragraph hereof (both of which different type debts are hereinafter collectively called "the Debt"); and,

WHEREAS, Mortgagor may be or hereafter become further indebted to Mortgagee, as may be evidenced by promissory note or notes or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtednesses 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, therefore, the parties intend this mortgage to secure not only the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, but also to secure any and all other debts, obligations or liabilities of Mortgagor to Mortgagee, now existing or hereafter arising before the payment in full of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to (such as, any future loan or any future advance), together with 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, in consideration of the premises, Mortgagor, and all others executing this mortgage, does (do) hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, together with all improvements thereon and appurtenances thereto, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

---- SEE LEGAL DESCRIPTION ATTACHED

---- THIS IS A FIRST MORTGAGE ON COMMERCIAL REAL ESTATE LOCATED IN SHELBY COUNTY, ALABAMA

Inst # 2001-29174

07/13/2001-29174

01:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 380.00

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be 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 the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay 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, with loss, if any, payable to the Mortgagee, as its interest may appear; 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 original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacement therefor must provide that they may not be cancelled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, 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 Debt 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 Debt 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 cost of collecting same), if collected, to be credited against the Debt, 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 to the Mortgagee 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 rate provided in the promissory note or notes referred to hereinabove.

As further security for the payment of the Debt, 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 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 Debt in such manner as the Mortgagee elects, 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.

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.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt 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 by one of its officers.

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, revenues 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 Debt and each and every installment thereof when due (which Debt includes both (a) the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, as well as any and all extensions or renewals or refinancing thereof, and (b) any and all other debts, obligations or liabilities owed by Mortgagor to Mortgagee now existing or hereafter arising before the payment in full of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, such as any future loan or any future advance, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its 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 Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior 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 Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, 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) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt 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 attorneys' fee; 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 Debt 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 the owner of the Real Estate at the time of the sale, 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 attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, 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 Debt 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 Debt 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 Mortgagor has (have) executed this instrument under seal on the date first written above.

Samuel M McEwen (SEAL) Barbara E McEwen (SEAL)

Sammy McEwen Barbara E. McEwen

______________________ (SEAL) ______________________ (SEAL)

State of Alabama }

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

Shelby County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Sammy McEwen and wife, Barbara E. McEwen whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, t he y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of June, ~~19~~ 2001.

Notary Public

My commission expires:

MY COMMISSION EXPIRES JULY 11, 2003

NOTARY MUST AFFIX SEAL

State of Alabama }

ACKNOWLEDGEMENT FOR CORPORATION

________ County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that ________ whose name as ________ of ________, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, __ he __ as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ______ day of ________, 19____.

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

State of Alabama }

ACKNOWLEDGEMENT FOR PARTNERSHIP

________ County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that ________ whose name(s) as (general) (limited) ________ partner(s) of ________ a(n) ________ (general) (limited) partnership, and whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, __ he __ as such ________ partner(s), and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this ______ day of ________, 19____.

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

Rh # 53200

LEGAL DESCRIPTION

PARCEL I:
Begin at the Southeast corner of SE 1/4 of SW 1/4 of Section 6, Township 21 South, Range 2 East; run thence North 2 degrees 30 minutes West along the East boundary of the said SE 1/4 of SW 1/4 a distance of 420 feet; thence South 87 degrees 58 minutes West parallel to the South boundary of said SE 1/4 of SW 1/4 a distance of 488.07 feet to a point on the 450 contour (according to SECCO elevation surveys); thence southerly and southwesterly along the said 450 contour to the North side of Brothers Avenue; run thence North 87 degrees 58 minutes East 378.23 feet; thence South 2 degrees 30 minutes East 25 feet to the South line of said SE 1/4 of SW 1/4; run thence North 87 degrees 58 minutes East along said South line 338 feet to the point of beginning, EXCEPT a strip of land extending 50 feet from and parallel to the 450 contour, said strip of land being situated Southeast and Easterly of said 450 contour as shown by map made by James L. Ray, Jr., on April 23, 1960. Said 50 foot strip being off the Westerly portion of the above described land; said map being recorded in Map Book 4, Page 54 in the Probate Office of Shelby County, Alabama.

PARCEL II:
Commence at the NW corner of Section 6, Township 21 South, Range 2 East, Shelby County, Alabama; thence run South along the West line of said Section 6, a distance of 1802.82 feet; thence turn an angle of 89 degrees 42 minutes 54 seconds to the left and run a distance of 238.31 feet to the point of beginning; thence turn an angle of 91 degrees 40 minutes 29 seconds to the left and run a distance of 119.92 feet; thence turn an angle of 87 degrees 56 minutes 33 seconds to the right and run to the NW right of way line of Alabama State Highway No. 25; thence turn right and run Southwesterly along said NW right of way line to the point of intersection with the Easterly extension of the South line of the parcel conveyed by H. G. McEwen and wife, Euna McEwen to S.S. McEwen and wife, Barbara E. McEwen by deed recorded in Deed Book 330, Page 893 in the Probate Office of Shelby County, Alabama; thence turn right and run Westerly along said extension to the point of beginning.

PARCEL III:
Commence at the northwest corner of Section 6, Township 21 South, Range 2 East and run thence South 2 degrees 30 minutes East along the section line a distance of 1715.57 feet to the point of beginning of the parcel herein described; thence continue in the same direction South a distance of 87.25 feet to a point; thence North 89 degrees 5 minutes West a distance of 218.03 feet to a point on the East right of way line of Shelby County Road No. 61; thence run North along the East right of way line of said road a distance of 116.91 feet, more or less, to the Carder property as described in Deed Book 286, Page 695 in Probate Office; thence North 83 degrees 42 minutes 30 seconds East 160.86 feet along said South line of Carder property to the point of beginning.

PARCEL IV:
Commencing at the northwest corner of Section 6, Township 21 South, Range 2 East, thence run South 2 degrees 30 minutes East (magnetic bearing) along the range line a distance of 1497.47 feet to a point; thence North 86 degrees 17 minutes West a distance of 140.34 feet to a point on the East right of way line of County Highway Project SACP 4246A; thence South 12 degrees 53 minutes West along said right of way line a distance of 286.00 feet to the point of beginning of the lot herein conveyed; thence South 5 degrees 46 minutes West along said right of way line a distance of 99.51 feet to a point; thence South 13 degrees 20 minutes 30 seconds East along said right of way line a distance of 70.20 feet to a point (being NW corner of property known as Braxton Mooney property); thence North 88 degrees 53 minutes 30 seconds East along North boundary of said Braxton Mooney property, a distance of 212.09 feet to a point; thence North 0 degrees 8 minutes West along West boundary of property known as Dewey Bolton property a distance of 171.45 feet to a point; thence South 87 degrees 50 minutes West a distance of 218.03 feet to the point of beginning; all being situated in the SE 1/4 of NE 1/4 of Section 1, Township 21 South, Range 1 East, Shelby County, Alabama.

LESS AND EXCEPT property described in Inst. No. 1998-28517 in Probate Office of Shelby County, Alabama.

Inst # 2001-29174

1st Mortgage Dated June 27, 2001 from Sammy McEwen and Barbara E. McEwen to Central State Bank in the amount of $240,000.00

07/13/2001-29174
01:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 380.00