

This Instrument Prepared By:
Gerald D. Colvin, Jr.
BISHOP, COLVIN, JOHNSON & KENT
1910 - 1st Avenue, North
Birmingham, AL 35203

STATE OF ALABAMA)

COUNTY OF SHELBY)

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Gerald D. Colvin, Jr. (herein "Mortgagor"), is justly indebted to Mary H. Calmes (herein "Mortgagee") in the sum of One Hundred Sixty Thousand & No/100 Dollars (\$160,000.00), as evidenced by that certain Real Estate Mortgage Note executed contemporaneously with this Mortgage by Mortgagors, being due and payable pursuant to the terms of said Real Estate Mortgage Note; and

WHEREAS, Mortgagor has agreed to secure this indebtedness with this mortgage which is being given to secure prompt payment of said note.

NOW, THEREFORE, in consideration of the premises, said Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama, to-wit:

**LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT "A"**

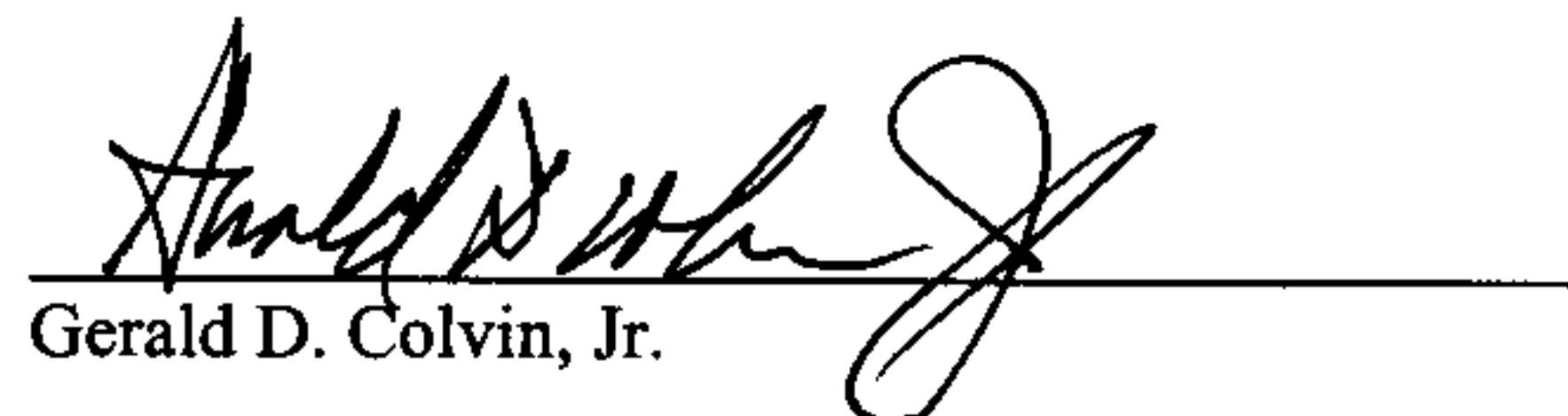
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agree to pay all taxes or assessments when imposed legally upon said premises, and should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

Upon condition, however, that if the said Mortgagors pay said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments,

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and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by said Mortgagee or assigns, 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 or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance, so as to endanger the debt hereby secured, 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, agents or assigns, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 then be necessary 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned, have hereunto set their signatures and seals on this the 3rd day of December, 2001.

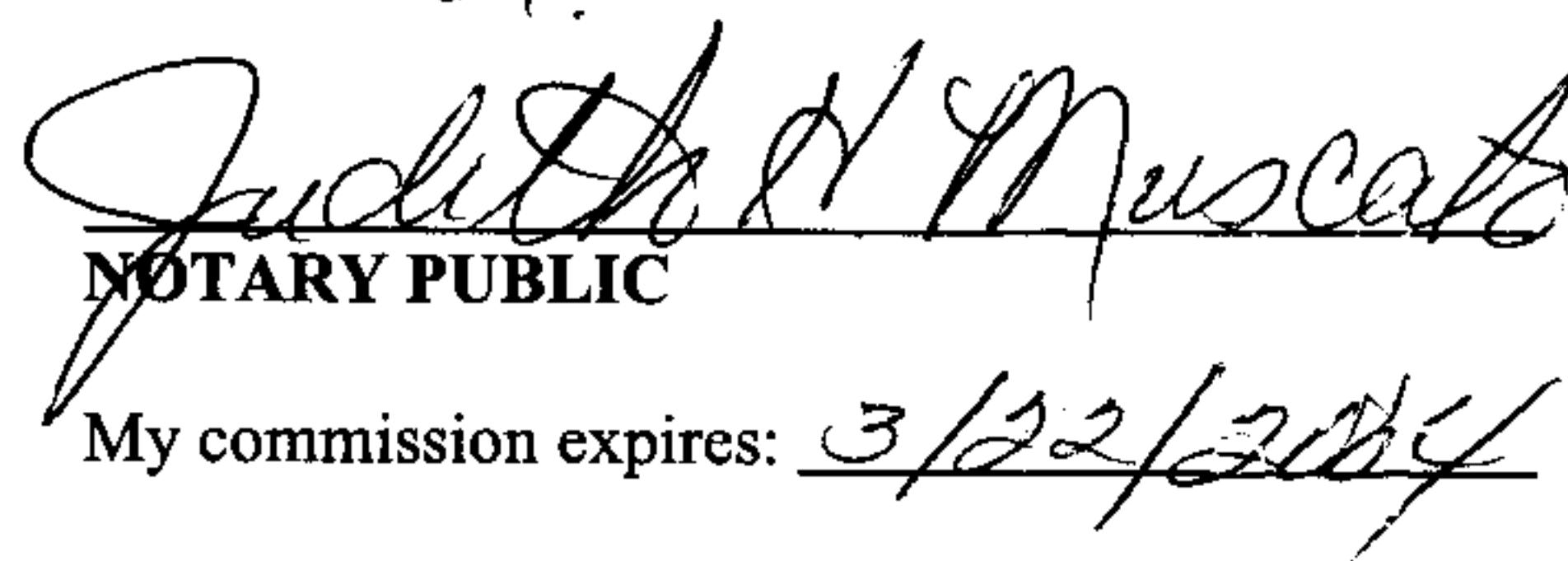


Gerald D. Colvin, Jr.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority in and for said county and state hereby certify Gerald D. Colvin, Jr., whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 3rd day of December, 2001.



Judith H. Muscat
NOTARY PUBLIC
My commission expires: 3/22/2004

Parcel I

Begin at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 6, Township 20 South, Range 2 West; thence run South 2 deg. 05 min. 26 sec. East for a distance of 1322.57 feet to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 6; thence run North 89 deg. 57 min. 18 sec. East for a distance of 29.81 feet; thence run North 35 deg. 21 min. 36 sec. East along the Northwesterly right of way of the State Park Road for a distance of 498.70 feet; thence run North 34 deg. 52 min. 08 sec. East along the Northwesterly right of way line of the State Park Road for a distance of 62.94 feet; thence run North 64 deg. 34 min. 57 sec. West along the right of way of Interstate Highway No. I-65 for a distance of 59.55 feet to a concrete monument at 310 feet left of Station 239+00; thence run North 22 deg. 45 min. 41 sec. East along the Northwesterly right of way line of Interstate Highway No: I-65 for a distance of 831.90 feet; thence run North 2 deg. 05 min. 12 sec. West along the East line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 6, Township 20 South, Range 2 West for a distance of 70.69 feet; thence run West along the North line of Section 6, Township 20 South, Range 2 West for a distance of 668.14 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II

Commence at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 6, Township 20 South, Range 2 West; thence run North 89 deg. 57 min. 18 sec. East along the South line of said 1/4 1/4 Section for a distance of 66.62 feet to the point of beginning; thence run North 89 deg. 57 min. 18 sec. East along the South line of said 1/4 1/4 for a distance of 113.08 feet to a point on the Northwesterly right of way line of Interstate Highway No: I-65; thence turn an angle to the left of 57 deg. 00 min. 20 sec. to the tangent of the following described course, said course being situated on a curve to the left and having a central angle of 7 deg. 43 min. 02 sec. and a radius of 3639.72 feet; thence run along the arc of said curve and the Northwesterly right of way line of Interstate Highway No: I-65 in a Northeasterly direction for a distance of 490.24 feet to a concrete monument at 180 feet left of Station 239+00; thence run North 64 deg. 34 min. 57 sec. West along the right of way line of Interstate Highway No: I-65 for a distance of 39.86 feet; thence run South 34 deg. 52 min. 08 sec. West along the Southeasterly right of way line of the State Park Road for a distance of 68.74 feet; thence run South 35 deg. 21 min. 36 sec. West along the Southeasterly right of way line of the State Park Road for a distance of 476.83 feet to the point of beginning; being situated in Shelby County, Alabama.

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