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NATIONAL BANK OF COMMERCE OF BIRMINGHAM

NOTICE: THIS MORTGAGE SECURES AN OPEN-END CREDIT PLAN THAT CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE, INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN HIGHER MINIMUM MONTHLY PAYMENTS AND INCREASED FINANCE CHARGES. THIS IS A FUTURE ADVANCE MORTGAGE AND THE PROCEEDS OF THE OPEN-END CREDIT PLAN SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE LENDER UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE LENDER AND THE BORROWER NAMED HEREIN.

State of Alabama)
)
SHELBY County)

**OPEN-END
LINE OF CREDIT MORTGAGE**

20031027000713820 Pg 1/16 93.50
Shelby Cnty Judge of Probate, AL
10/27/2003 09:28:00 FILED/CERTIFIED

THIS INDENTURE is made and entered into this 12th day of September, 2003 by and between ROBERT W. PICOU AND SPOUSE, BRENDA G. PICOU (hereinafter called the "Mortgagor," whether one or more) and National Bank of Commerce of Birmingham, a national banking association (hereinafter called the "Lender").

Recitals

Robert W. Picou

A. **The Secured Line of Credit.** and Brenda G. Picou (hereinafter called the "Borrower," whether one or more) is (are) now or may become in the future justly indebted to the Lender in the maximum principal amount of TWENTY FIVE THOUSAND AND NO/100 Dollars (\$ 25,000.00) (the "Credit Limit") under a certain open-end line of credit established by the Lender for the Borrower pursuant to an agreement entitled, "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated September 12, 2003 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

B. **Rate and Payment Changes.** The Credit Agreement provides for finance charges to be computed on the unpaid balance outstanding from time to time under the Credit Agreement at an adjustable annual percentage rate. The annual percentage rate may be increased or decreased on the first business day of each month based on changes in the Index. The "Index" is the Prime Rate as published in the Wall Street Journal's Money Rates table. When a range of rates has been published, the higher of the rates will be used. The annual percentage rate charged under the Credit Agreement during each monthly billing cycle will be zero percent (.000 %) per annum above the Index in effect on the first business day of the billing cycle. The annual percentage rate on the date of this mortgage is 4.000 %. The annual percentage rate will increase if the Index in effect on the first business day of a month increases, and will decrease if the Index in effect on the first business day of a month decreases. Any increase in the annual percentage rate may result in increased finance charges, increased minimum payment amounts, and an increased final payment under the Credit Agreement.

C. **Mortgage Tax.** This mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under § 40-22-2(1)b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$ 25,000.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

Agreement

NOW, THEREFORE, in consideration of the premises, and to secure the payment of (a) all advances heretofore or from time to time hereafter made by the Lender to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (b) all finance charges payable from time to time on said advances, or any part thereof; (c) all other charges, costs and expenses now or hereafter owing by the Borrower to the Lender pursuant to the Credit Agreement, or any extension or renewal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Lender under the Credit Agreement, or any extension or renewal thereof; and (e) all advances by the Lender under the terms of this mortgage (the aggregate amount of all such items described in (a) through (e) above being hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Lender, the following described real estate, situated in SHELBY County, Alabama (said real estate being hereinafter called "Real Estate"):

SEE ATTACHED EXHIBIT "A"

***PROPERTY ADDRESS: 1177 MERRY FOX FARMS RD, ALABASTER, AL 35007

THIS IS A LEASEHOLD MORTGAGE ON THE IMPROVEMENTS TO THE HEREIN DESCRIBED PROPERTY, INCLUDING BUT NOT LIMITED TO THE STRUCTURAL IMPROVEMENTS AND ALL PERSONAL PROPERTY AND FIXTURES ATTACHED THERETO. THE LEASE SUBJECT TO THE LEASEHOLD MORTGAGE IS ATTACHED AS EXHIBIT B TO THIS INSTRUMENT Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate

and conveyed by this mortgage. THE BILL OF SALE TO THIS STRUCTURE IS ATTACHED TO THIS INSTRUMENT AS EXHIBIT C.

To have and to hold the Real Estate unto the Lender, its successors and assigns forever. The Mortgagor covenants with the Lender 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, except the lien of current ad valorem taxes, the prior mortgage, if any, hereinafter described and any other encumbrances expressly set forth above; and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Lender, against the lawful claims of all persons, except as otherwise herein provided.

This mortgage secures an open-end line of credit under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender from time to time up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit. The Credit Agreement does not require any minimum initial advance or that any minimum balance be maintained under the line of credit; therefore, at times there may be no outstanding Debt under this mortgage. However, this mortgage shall not be deemed satisfied nor shall title to the Real Estate be divested from the Lender by the payment in full of all the Debt any one time outstanding since further borrowings could thereafter be made by the Borrower under the terms of the Credit Agreement. Instead, this mortgage shall continue in effect until all of the Debt shall have been paid in full, the Credit Agreement shall have been terminated, the Lender shall have no obligation to extend any further credit to the Borrower thereunder and an appropriate written instrument in satisfaction of this mortgage, executed by a duly authorized officer of the Lender, shall have been duly recorded in the probate office in which this mortgage is originally recorded. The Lender agrees to execute such an instrument promptly following receipt of the Borrower's written request therefor, provided that all of the conditions set forth above have been fulfilled. Nothing contained herein shall be construed as providing that this mortgage shall secure any advances by the Lender to the Borrower under the Credit Agreement in a maximum principal amount at any one time outstanding in excess of the Credit Limit set forth above unless this mortgage shall have been amended to increase the Credit Limit by written instrument duly recorded in the probate office in which this mortgage is originally recorded.

(Complete if applicable:) This mortgage is junior and subordinate to that certain mortgage from ROBERT W. PICOU
AND BRENDA G. PICOU to NATIONAL BANK OF COMMERCE dated AUGUST 5, 1998 and
recorded in the Probate Office of SHELBY County, Alabama.

The Mortgagor hereby authorizes the holder of a prior mortgage encumbering the Real Estate, if any, to disclose to the Lender the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Lender may request from time to time.

If this mortgage is subordinate to a prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the terms and provisions of such prior mortgage, or if any other event of default (or event which upon the giving of notice or lapse of time, or both, would constitute an event of default) should occur thereunder, the Lender may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due, or taking whatever other actions may be required, under the terms of such prior mortgage so as to put the same in good standing.

For the purpose of further securing the payment of the Debt, the Mortgagors agree 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 Lender, 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 Lender, 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 Lender, as its interest may appear; and (3) if any of the improvements located on the Real Estate or if any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, obtain such flood insurance as is required by such governmental authority in amounts required by Lender and by any applicable laws or regulations, with loss, if any, payable to the Lender, as its interest may appear. Such insurance shall be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Lender agrees in writing that such insurance may be in a lesser amount. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the original insurance policies and all replacements therefor, shall be delivered to and held by the Lender until the Debt is paid in full. Each of the insurance policies must provide that it may not be cancelled without the insurer giving at least fifteen days' prior written notice of such cancellation to the Lender. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to the Lender as further security for the payment of the Debt each and every policy of hazard insurance and flood insurance, if applicable, 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 or flood insurance, including all rights to return of premiums. If the Mortgagor fails to keep the Real Estate insured as specified above, then at the election of the Lender and without notice to any person (with the exception of any notices required to be given by the Lender in accordance with any laws or regulations pertaining to flood insurance), the Lender 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 Lender declares the entire Debt due and payable and this mortgage subject to foreclosure, the Lender may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such less amount as the Lender may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less the costs of collecting same), if collected, to be credited against the Debt, or, at the election of the Lender, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate.

All amounts spent by the Lender for insurance or for the payment of Liens or for the payment of any amounts under any prior mortgages shall become a debt due by the Mortgagor and at once payable, without demand upon or notice to the Mortgagor, and shall be included in the Debt secured by the lien of this mortgage, and shall bear interest from date of payment by the Lender until paid at the rate of interest payable from time to time under the Credit Agreement, or such lesser rate as shall be the maximum permitted by law; and if any such amount is not paid in full immediately by the Mortgagor, then at the option of the Lender, this mortgage shall be in default and subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

Subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to the Lender the following property, rights, claims, rents, profits, issues and revenues:

1. All rents, profits, issues, and revenues of the Real Estate (collectively, the "Rents") 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 under default hereunder, the right to receive and retain the Rents;

2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or 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, of

any part thereof, in lieu of the exercise of the power of eminent domain. The Lender is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. The Lender may apply all such sums so received, or any part thereof, after the payment of all the Lender's expenses, including court costs and attorney's fees, on the Debt in such manner as the Lender elects, or, at the Lender'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.

The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The Mortgagor represents and warrants to the Lender that: (a) During the period of the Mortgagor's ownership of the Real Estate, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Real Estate. (b) The Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by the Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Real Estate or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by the Lender in writing, (i) neither the Mortgagor nor any tenant, contractor, agent or other authorized user of the Real Estate shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Real Estate and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. The Mortgagor authorizes the Lender and its agents to enter upon the Real Estate to make such inspections and tests as the Lender may deem appropriate to determine compliance of the Real Estate with this section of this Mortgage. Any inspections or tests made by the Lender shall be for the Lender's purposes only and shall not be construed to create any responsibility of liability on the part of the Lender to the Mortgagor or to any other person. The representations and warranties contained herein are based on the Mortgagor's due diligence in investigating the Real Estate for hazardous waste. The Mortgagor hereby (a) releases and waives any future claims against the Lender for indemnity or contribution in the event the Mortgagor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless the Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which the Lender may directly or indirectly sustain or suffer resulting from a breach of this section of this Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to the Mortgagor's ownership or interest in the Real Estate, whether or not the same was or should have been known to the Mortgagor. The provisions of this section of this mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this mortgage and shall not be affected by the Lender's acquisition of any interest in the Real Estate, whether by foreclosure or otherwise.

Notwithstanding any other provision of this mortgage or the Credit Agreement, the Lender may, at its option, declare immediately due and payable all sums secured by this mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Estate, or any interest in the Real Estate. A "sale or transfer" means the conveyance of Real Estate or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by any other method of conveyance of real estate interest. However, this option shall not be exercised by the Lender if such exercise is prohibited by federal law or by Alabama law.

The Lender may make or cause to be made reasonable entries upon and inspections of the Real Estate, provided that the Lender shall give the Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to the Lender's interest in the Real Estate.

Except for any notice required under applicable law to be given in another manner, any notice under this mortgage (a) may be given to the Mortgagor (if the same party as the Borrower) in the manner set forth in the Credit Agreement; (b) may be given to any other Mortgagor by delivering such notice to the Mortgagor (or any one of them if more than one) or by mailing such notice by first class mail addressed to the Mortgagor at any address on the Lender's records or at such other address as the Mortgagor shall designate by notice to the Lender as provided herein and (c) shall be given to the Mortgage by first class mail to the Lender's address stated herein or to such other address as the Lender may designate by notice to the Mortgagor as provided herein. Any notice under this mortgage shall be deemed to have been given to the Borrower, the Mortgagor or the Lender when given in the manner designated herein.

The Mortgagor shall comply with the provisions of any lease if this mortgage is on a leasehold. If any portion of the Real Estate and the improvements, buildings or fixtures now or hereafter built thereon constitute a unit in a condominium or a planned unit development ("PUD"), this paragraph shall apply. The property comprises _____ unit(s) (together with an undivided interest in the common elements) in a condominium or planned unit development known as N/A (the "Condominium" or "PUD"). The Mortgagor shall promptly pay, when due, all assessments imposed by the owner's association or other governing body of the Condominium or PUD (the "Owner's Association") and perform all other obligations pursuant to the provisions of the declaration, by-laws, code regulations or other constituent document of the Condominium or PUD. So long as the Owner's Association maintains a master or blanket insurance policy on the Condominium or PUD which provides insurance coverage against fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and such other hazards as the Lender may require, that covers the Real Estate and in such amounts and for such periods as the Lender may require, then the requirements in this Mortgage requiring the Mortgagor to maintain fire insurance are deemed satisfied. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the property whether to the unit or common elements, any such proceeds payable to the Mortgagor are hereby assigned and shall be paid to the Lender for application in accordance with the provisions of this Mortgage. The Mortgagor shall not, except after notice to the Lender and with the Lender's prior written consent, partition or so divide the property or consent to: (a) the abandonment or termination of the Condominium or PUD, except for abandonment or termination provided by law in the cases of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (b) any material amendment to the declaration, by-laws or code of regulations of the Owner's Association, or equivalent constituent document of the Condominium or PUD, including, but not limited to, any amendment which would change percentage interest of the unit owners of the Condominium; or (c) the effectuation of any decision by the Owner's Association to terminate professional management and assume self-management of the Condominium or PUD.

The Mortgagor agrees that no delay or failure of the Lender to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Lender'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 Lender by one of its officers.

Upon condition, however, that if: (a) the Debt is paid in full (which Debt includes [i] all advances heretofore or from time to time hereafter made by the Lender to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; [ii] all finance charges payable from time to time on said advances, or any part thereof; [iii] all other charges, costs and expenses now or hereafter owing by the Borrower to the Lender under the Credit Agreement, or any extension or renewal thereof; [iv] all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Lender under the Credit Agreement, or any extension or renewal thereof; and [v] all advances by the Lender under the terms of this mortgage); (b) the Lender is reimbursed for any amounts the Lender has paid in payment of Liens or insurance premiums or any prior mortgages, and interest thereon; (c) the Mortgagor fulfills all of the Mortgagor's obligations under this mortgage; (d) the Credit Agreement is terminated and the Lender has no obligation to extend any further credit to the Borrower thereunder; and (e) the Lender has executed an appropriate written instrument in satisfaction of this mortgage; this conveyance shall be null and void.

If, however, (1) the Borrower fails to make any payment on the Debt when due; (2) any warranty or representation made in this mortgage or the Credit Agreement is breached or proves false in any material respect; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage or of the Borrower under the Credit Agreement; (4) default is made in the payment to the Lender of any sum paid by the Lender under the authority of any provision of this mortgage; (5) the Debt, or any part thereof, or any other indebtedness, obligation or liability of the Borrower, the Mortgagor, or any of them, to the Lender remains unpaid at maturity; (6) the interest of the Lender in the Real Estate becomes endangered by reason of the enforcement of any prior Lien or encumbrance thereon; (7) 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 non-existence of the debt or the lien on which such statement is based); (8) 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; (9) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (10) the Borrower, the Mortgagor, any guarantor of the Debt 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 Borrower's or Mortgagor's or guarantor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Borrower's or Mortgagor's or guarantor's inability generally to pay such Borrower's or Mortgagor's or guarantor'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 on 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 any Borrower or Mortgagor or guarantor in any bankruptcy, reorganization or insolvency proceedings; (11) an order for relief or other judgment or decree shall be entered by a court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Borrower, the Mortgagor, any guarantor or any of them, or appointing a receiver, trustee or liquidator of any Borrower or Mortgagor or guarantor or of the Real Estate or of all or a substantial part of the assets of any Borrower or Mortgagor or guarantor; or (12) any other default occurs under the Credit Agreement; then an event of default shall have occurred hereunder.

Upon the occurrence of an event of default hereunder, then, the Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law: (1) The Lender may declare the unpaid balance of the Debt immediately due and payable. (2) With respect to all or any part of the personal property, the Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in the State of Alabama. (3) The Lender shall have the right to have a receiver appointed to take possession of all or any part of the Real Estate, with the power to protect and preserve the Real Estate, to operate the Real Estate preceding foreclosure or sale, and to collect the Rents from the Real Estate and apply the proceeds, over and above the cost of the receivership, against the Debt. The receiver may serve without bond if permitted by law and the Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Real Estate exceeds the indebtedness by a substantial amount. (4) The Lender may obtain a judicial decree foreclosing the Mortgagor's interest in all or any part of the Real Estate. (5) The Lender may take possession of the Real Estate and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Real Estate to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the county or counties in which the Real Estate to be sold is located, to sell the Real Estate (or such part or parts thereof as the Lender may from time to time elect to sell) in front or main door of the courthouse of the county in which the Real Estate to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is Real Estate to be sold under this mortgage in more than one county, publication shall be made in all counties where the Real Estate to be sold is located, and if no newspaper is published in any county in which any Real Estate to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this mortgage. The Lender may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefore. The proceeds of any such sale shall be applied as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including reasonable attorneys' fees; second, to the payment in full of the balance of the Debt in whatever order and amounts the Lender may elect, 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; third, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens, any prior mortgages or other encumbrances related to the Real Estate, with interest thereon; 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 costs of ascertaining who is such owner. The Mortgagor hereby waives any and all rights to have the property marshalled. In exercising its rights and remedies, the Lender shall be free to sell all or any part of the Real Estate together or separately, in one sale or by separate sales. 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 Lender, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a deed to the Real Estate. (6) The Lender shall have all other rights and remedies provided in this mortgage or the Credit Agreement or available at law or in equity. The Lender shall be entitled to bid at any public sale on all or any portion of the Real Estate or other property pledged hereunder.

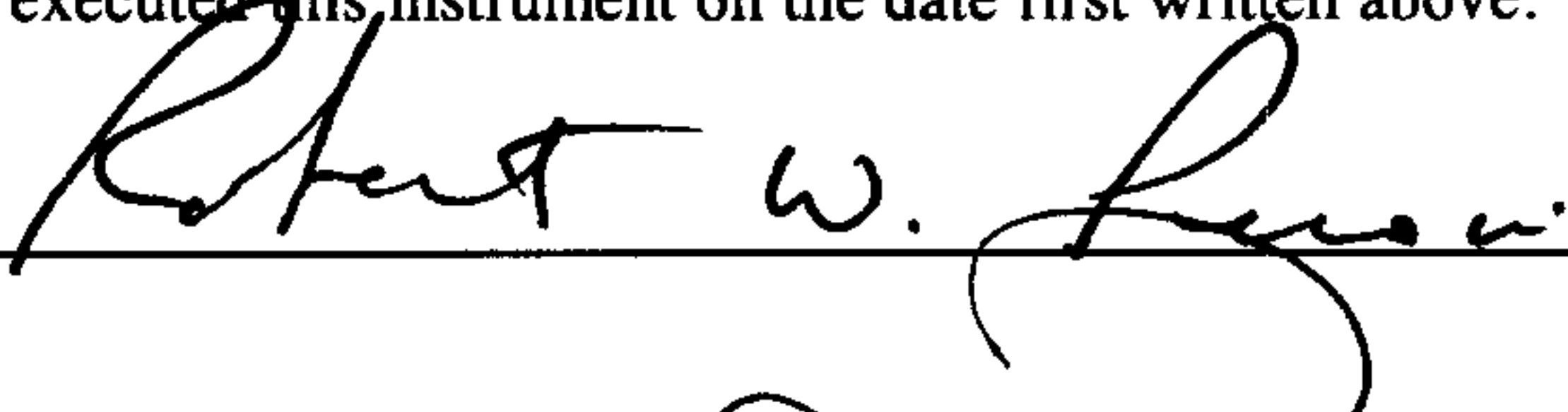

The Lender shall give the Mortgagor reasonable notice of the time and place of any public sale of the personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Whether or not any court action is involved, all expenses incurred by the Lender that, in the Lender's opinion, are necessary at any time for the protection of the Lender's interest, required under applicable laws or regulations or necessary in the enforcement of its rights and remedies hereunder, shall become a part of the debt secured hereby, payable on demand and shall bear interest from the date of expenditure until repaid at the rate set forth in the Credit Agreement. Expenses covered by this paragraph include, without limitation, the Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), foreclosure sales, appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisals, environmental site assessment reports and title insurance, all to the extent permitted by applicable law. The Mortgagor also will pay any court costs, in addition to all other sums provided by law. If this mortgage is subject to Section 5-19-10, Code of Alabama 1975, as amended, any payment of attorneys' fees by the Mortgagor provided for in this mortgage shall not exceed 15% of the unpaid indebtedness after default and referral to an attorney who is not a salaried employee of the Lender.

Except as otherwise specifically set forth below, any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), between, among or involving the Lender and the Mortgagor, including without limitation any claim based on or arising from an alleged tort, shall be resolved by arbitration as set forth below. Without limiting the generality of the foregoing, Disputes shall include actions commonly referred to as lender liability actions. All Disputes shall be resolved by binding arbitration in accordance with Title 9 of the U. S. Code and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Defenses based on statutes of limitation, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for such purposes. The Mortgagor agrees that the Lender shall have the option, but not the obligation, to submit to and pursue in a court of law any claim against the Mortgagor for a debt due. The Mortgagor agrees that, if the Lender pursues such a claim in a court of law, (i) failure of the Lender to assert any additional claim in such proceeding shall not be deemed a waiver of, or estoppel to pursue, such claim as a claim or counterclaim in arbitration, and (ii) the institution or maintenance of a judicial action under this clause shall not constitute a waiver of the right of any party to submit any other action, dispute, claim or controversy, even though arising out of the same transaction or occurrence, to binding arbitration. If the Mortgagor asserts a claim against the Lender in arbitration or otherwise during the pendency of a claim brought by the Lender in a court of law, the court action shall be stayed and all matters shall be submitted to arbitration. No provision of, nor the exercise of any rights hereunder shall limit the right of any party (including the Lender) (i) to foreclosure against any real or personal property by exercise of a power of sale under this mortgage or other security agreement or instrument, or by exercise of any rights of foreclosure or of sale under applicable law, (ii) to exercise self-help remedies such as set-off, or (iii) to obtain provisional or ancillary remedies such as injunctive relief, attachment or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration or referral. The institution and maintenance of an action for judicial relief or pursuit or exercise of such remedies shall not constitute a waiver of the right of any party, including the plaintiff any action, to submit the Dispute to arbitration or, in the case of actions on a debt, to judicial resolution. Whenever an arbitration is required hereunder, the arbitrator shall be selected, except as otherwise provided, in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten potential arbitrators knowledgeable in the subject matter of the Dispute. The Lender and the Mortgagor shall each designate, within 30 days of the receipt of the list of potential arbitrators, one of the potential arbitrators, and the two arbitrators so designated shall select a third arbitrator from the eight remaining potential arbitrators. The panel of three arbitrators shall determine the resolution of the Dispute. This section constitutes the entire agreement of the Lender and the Mortgagor with respect to, and supersedes all prior discussions or agreements on, dispute resolution. The provisions of this section shall survive any termination, amendment or expiration of this document, unless the Lender and the Mortgagor otherwise expressly agree in writing. In the event of any arbitration, the Lender and the Mortgagor shall each pay all of our own expenses, and, subject to the award of the arbitrator, shall pay an equal share of the arbitrators' fees. The arbitrator shall have the power to award costs and fees (including attorneys' fees) to the prevailing party. This section may be amended, changed or modified only by the express provisions of a writing which specifically refers to this section and which is signed by an officer of the Lender and the Mortgagor.

Plural or singular words used herein to designate the Borrower(s) or the undersigned shall be construed to refer to the maker or makers of the Credit Agreement and this mortgage, respectively, whether one or more. There shall be no merger of the interest or estate created by this mortgage with any other interest or estate in the Real Estate at any time held by or for the benefit of the Lender in any capacity, without the written consent of the Lender. All obligations of the Mortgagor under this mortgage shall be joint and several, and all references to the Mortgagor shall mean each and every the Mortgagor. This means that each of the persons signing below is responsible for all obligations in this mortgage. If a court of competent jurisdiction finds any provision of this mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this mortgage in all other respects shall remain valid and enforceable. Subject to the limitations stated in this mortgage on transfer of the Mortgagor's interest, this mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Real Estate becomes vested in a person other than the Mortgagor, the Lender, without notice to the Mortgagor, may deal with the Mortgagor's successors with reference to this mortgage and the Debt by way of forbearance or extension without releasing the Mortgagor from the obligations of this mortgage or liability under the Debt. Time is of the essence in the performance of this mortgage. The Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Debt secured by this mortgage. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by the Lender, nor any course of dealing between the Lender and the Mortgagor, shall constitute a waiver of any of the Lender's rights or any of the Mortgagor's obligations as to any future transactions. Whenever consent by the Lender is required in this mortgage, the granting of such consent by the Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

ROBERT W. PICOU		(SEAL)
Printed Name		
1177 Merry Fox Farms Rd		(SEAL)
Address Alabaster AL 35007 0000		(SEAL)
BRENDA G. PICOU		(SEAL)
Printed Name 1177 Merry Fox Farms Road		
Alabaster AL 35007		(SEAL)
Address		

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

State of Alabama)
Shelby)
County)

I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that Robert W Picow
Brenda G Picow
whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledge before me on this day that, being informed of the contents of said instrument __he__ executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 12 day of September, 2003.

Catherine C Hall
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 22, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS
My Commission Expires: _____

State of Alabama)
)
____ County)

I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that _____
whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledge before me on this day that, being informed of the contents of said instrument __he__ executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

This instrument was prepared by:

Bobbie Y Williams
(Name)
700 Montevilla Rd
Alabaster, AL 35007
(Address)

EXHIBIT "A"

LOT 2, ACCORDING TO THE SURVEY OF LECROY ESTATES, AS RECORDED IN MAP BOOK 16, PAGE 94, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE SOUTHWEST 125 FEET OF LOT 1, ACCORDING TO THE SURVEY OF BRASHIER ESTATES, AS RECORDED IN MAP BOOK 17, PAGE 40, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID LOT 2, BEING THE SOUTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 2 WEST, RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 FOR 221.86 FEET TO THE NORTHEAST CORNER OF LOT 2, THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG THE SAME COURSE FOR 125.44 FEET; THENCE RUN WESTERLY DEFLECTING 85° 13' LEFT FOR 775.59 FEET TO THE WEST LINE OF SAID LOT 1, BEING THE

EAST RIGHT OF WAY LINE OF MERRY FOX FARMS ROAD; THENCE RUN SOUTHERLY ALONG SAID RIGHT OF WAY LINE DEFLECTING 96° 59' LEFT FOR 125.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE RUN EASTERLY ALONG THE NORTH LINE OF LOT 2 DEFLECTING 83° 01' LEFT FOR 770.74 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Lot 2, Lecroy Estates, as recorded in Map Book 15, Page 94, and the southwest 125 feet of Lot 1, Brashler Estates, as recorded in Map Book 17, page 40, in the Judge of Probate Office, Shelby County, Alabama, described as follows:

From the southeast corner of said Lot 2, being the southeast corner of the NE 1/4 of the NE 1/4 of Section 20, Township 21 South, Range 2 West, run northerly along the east line of said Lot 2 for 221.86 feet to the northeast corner of Lot 2, the point of beginning; thence continue northerly along the same course for 125.44 feet; thence run westerly deflecting 85 degrees 13 minutes left for 775.59 feet to the west line of said Lot 1, being the east right of way line of Merry Fox Farms Road; thence run southerly along said right of way line deflecting 96 degrees 59 minutes left for 125.93 feet to the northwest corner of said Lot 2; thence run easterly along the north line of Lot 2 deflecting 83 degrees 01 minutes left for 770.74 feet to the point of beginning.

Minerals and mining rights excepted.

GROUND LEASE

This is a legally binding contract. If not understood, seek competent advice.

STATE OF ALABAMA)
SHELBY COUNTY)

THIS LEASE made this 1st day of August, 1998, by and between DRAVO LIME COMPANY, a Delaware corporation (hereinafter called "Lessor") and Robert W. Picou and wife, Brenda G. Picou (hereinafter, individually or collectively, called "Lessee"):

WITNESSETH:

1. Lease of Premises. That in consideration of the terms and conditions set forth herein, the Lessor does hereby lease and rent unto the Lessee the following described premises in Shelby County, Alabama (the "Premises"), to wit:

1177 Merry Fox Farms Road
Alabaster, Alabama 35007

More particularly described on Exhibit "A" attached hereto and made a part hereof

for use and occupation by the Lessee as a residence and for no other different use or purpose.

The Lessor and Lessee agree that the single family residential house and all appurtenances thereto, including, but not limited to barns, stalls, fences and other improvements used in connection with the private raising and keeping horses, animals or agricultural products, if any; swimming pools, pool houses, and associated pool maintenance equipment, if any; tennis courts, tennis court nets, and associated tennis court maintenance equipment, if any; and storage or tool sheds and other buildings normally incident to a private home site, if any (collectively, the "Improvements"), located on the Premises are owned by Lessee pursuant to a Bill of Sale of even date herewith between Lessor, as seller, and Lessee, as purchaser. Pursuant to the Bill of Sale, at any time during the term of this Lease, Lessee, or any mortgagee of Lessee, shall have the right to require Lessor to repurchase the Improvements for \$150,000.00, the Purchase Price set forth in the Bill of Sale. Further, pursuant to the Bill of Sale, the parties agree that the Lessee, and any mortgagee of Lessee, shall also have the option of selling the Improvements on the Premises to any third party with the prior written consent of Lessor. In the event Lessor refuses to give consent, Lessor will be obligated to repurchase the Improvements at the Purchase Price. In the event Lessor gives consent to such sale, Lessor shall either allow Lessee to assign the Lease to said third party or enter into a new Lease agreement with such third party, as tenant. **IN NO EVENT SHALL A SALE OF THE IMPROVEMENTS BY LESSEE TO A THIRD PARTY CHANGE THE PURCHASE PRICE FOR THE IMPROVEMENTS TO BE PAID BY LESSOR AS SET FORTH IN THE BILL OF SALE.**

2. Term; Rent; Termination. Lessor shall lease the Premises to Lessee, and Lessee shall lease the Premises from Lessor, for and during the term of Thirty (30) years beginning on the date hereof and ending on the same date of the thirtieth (30th) year hereafter, unless extended or terminated as provided herein (the "Term"). In consideration of Lessor's agreement to lease the Premises to Lessee for the Term, Lessee shall pay to Lessor in advance as rent for the said Premises rent in the amount of Five Hundred Ninety-Five and 50/100 (\$595.50) Dollars per year, being a rate of \$75.00 per acre per year for 7.94 acres of property, at the office of the Lessor located at 599 Highway 31 South, Saginaw, Shelby County, Alabama 35137 ("Lessor's Office"), beginning on the date hereof and on the same day of each successive year hereafter during the Term.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS, AND COVENANTS:

3. Possession of Premises. Subject to the terms and conditions hereof, including, but not limited to, the Lessor's reservation of rights set forth in paragraphs 14 & 15 of this Lease, the Lessor covenants to keep the Lessee in possession of said Premises during the Term.

4. No Warranties by Lessor. Nothing herein contained shall be construed as a warranty that said Premises are in GOOD CONDITION or FIT or SUITABLE for the use and purpose for which they are hereby let. Lessor leases the Premises in their "AS IS, WHERE IS" condition, and Lessee acknowledges and agrees that Lessee's acceptance of possession of the Premises is conclusive evidence of Lessee's receipt of the Premises in good order and repair.

5. No Repairs by Lessor; Rights of Lessor. The Lessor shall not be REQUIRED to make any repairs or do any work on or about said Premises or any part thereof, or on any premises connected therewith, but not hereby leased. However, the Lessor may elect to make any repairs or do any work on or about the Premises in Lessor's sole

discretion, and the Lessee hereby gives the Lessor, or its agents or employees, the right to enter said Premises at any reasonable hour to make such repairs and to do such work on or about said Premises as Lessor or its agent deems necessary. In the event the Premises require any major repairs which Lessor elects not to make, Lessor may terminate this Lease on thirty (30) days prior written notice to Lessee, and Lessee agrees to vacate the Premises on or before the end of said thirty (30) day period. The Lessee hereby gives the Lessor, or its agents or employees, the right to VISIT and INSPECT said Premises at all reasonable times and to show said Premises to prospective tenants or purchasers, and to display "For Rent" and "For Sale" signs on or about said Premises at any time.

6. No Alterations by Lessee. The Lessee herein agrees NOT to make any ALTERATIONS in said building or Premises, or on or about any premises connected therewith, but not hereby leased, nor to paint upon or attach any signs, wires or other material, other structure, apparatus, or radio antennae without the prior written consent of the Lessor.

7. Lessee's Obligations. The Lessee further agrees with the Lessor: That Lessee shall use the Premises only for Lessee's personal residential uses and for no other purposes, including, but not limited to, any business or professional uses, including boarding or training horses as a business, or any agricultural or related business uses; that the Lessee shall pay all of the expenses of maintenance and repair of the houses and other structures located on the Premises and the yard surrounding the houses during the Term hereof; that the Lessee shall replace all glass broken and keys lost or broken, if and when broken and lost, will pay all bills for water, gas, electricity, refuse pickup, telephone, cable, sewer, and any other utilities or services used on or about said Premises; that Lessee will take good care of said Premises, commit no waste of property or permit same to be done, and keep in good condition all water closets, lavatories, fixtures and other plumbing and all electrical wires and fixtures, and clear all sewers and drains that may become stopped; that Lessee will promptly repair and make good all injury or damage to said Premises caused by the Lessee, members of Lessee's family, or any other person or persons on or about said Premises, and that failing so to do the Lessor, by giving five (5) days' notice to the Lessee, may repair and make good the same at the cost of the Lessee, and such cost shall be considered as additional rent for said Premises, secured by landlord's lien, and that the Lessee will pay said additional rent to Lessor on the day rent is due in the month immediately following the month in which the same were incurred by the Lessor; that the Lessee shall preserve the Premises and shall surrender possession of the Premises to Lessor in a condition at least as good as that existing on the date of this Lease, normal wear and tear excepted; that the Lessor shall have a lien upon all goods, furniture and effects and fixtures of the Lessee on said Premises, or to be placed thereon during said term, for the rent for the full term hereof and for any other amounts owing or accruing hereunder, in addition to the statutory landlord's lien.

8. Lessee's Default; Lessor's Remedies. In the event the Lessee: (a) fails to pay any one or more of said installments of rent, or any other amount owing or accruing hereunder, as and when due, (b) or if the Lessee removes, or attempts to remove, or permits to be removed from said Premises, without the prior written consent of the Lessor, any of the goods, furniture, effects or other property of the Lessee brought thereon, without first paying in full all rent herein reserved for the entire term, (c) or if an execution or other legal process is levied upon said goods and chattels, or upon the interest of the Lessee in this lease, (d) or if a petition in bankruptcy is filed by or against Lessee, or any assignment for the benefit of creditors is made by Lessee, or if a receiver of Lessee's property is appointed, (e) or if the Lessee uses or permits any part of the Premises to be used for any immoral, illegal or purpose prohibited by State, County, City or Federal Laws, (f) or if Lessee uses or permits the same to be used for any other purpose than for which the Premises are hereby let, (g) or if the Lessee vacates before the expiration of said term without notifying the Lessor in writing as aforesaid, (h) or if the Lessee fails to allow Lessor, or its agents or employees, to show said Premises, (i) or if Lessee violates any of the other terms, conditions or covenants herein contained, THEN, and upon the happenings of any one or more of said events, Lessor or its agents may, at their option, accelerate, mature and make due and payable, all rent reserved herein, immediately upon giving written notice to said Lessee. The Lessor or its agents may, whether the above option is exercised or not, terminate this Lease upon the happenings of any one or more of the above events, and may upon giving twenty-four (24) hours' written notice to Lessee terminate this Lease, re-enter, take possession and re-let said Premises. The said rights of the Lessor or its agents to accelerate or mature said rents and to terminate this Lease, as above provided, shall be and remain in full force and effect continuously after the happenings of any one or more of said events of default, and the failure of Lessor or its agents to exercise said rights, or either of them, shall not be deemed a waiver or relinquishment thereof. No re-entry hereunder shall bar the recovery of rent or damages for breach of any of the terms, conditions or covenants on the part of the Lessee herein contained. The receipt of rent after breach or conditions broken shall not be deemed a waiver or forfeiture or a waiver of the right of the Lessor or its agents to mature and accelerate the rent or to terminate the Lease and to re-enter or re-let said Premises. On any termination of the Lease, Lessor shall have the right to, and Lessee or any mortgagee of Lessee shall have the right to require Lessor to, repurchase the Improvements located on the Premises for the Purchase Price.

9. Vacation of Premises by Lessee. If the Lessee vacates said Premises before the expiration of said term, then the Lessor or its agents may re-enter, and re-let same, from time to time, without notice to the Lessee, as the agent of Lessee, and such re-entry and re-letting shall not discharge the Lessee from any liability for rent nor from

any of the terms, conditions or covenants of this Lease; and the Lessee shall make good to the Lessor the difference, if any, between total rental as provided in the within contract and the total rental collected and remitted from such sub-tenant or tenants.

10. Notices. Any notice provided for herein may be delivered, if by Lessee to Lessor, by certified mail to Lessor at Lessor's Office, or if by the Lessor to the Lessee, by serving on the Lessee in person or by leaving said notices at the Premises or by mailing said notice to Lessee at the Premises by ordinary or registered mail. Lessee hereby agrees that any notice addressed to Lessee at the above address shall be legal notice the same as if personally served. All notices hereunder must be given in writing and notices not given in writing will be considered void and without effect.

11. No Sublease, etc. The Lessee shall not under-lease or sub-let or sub-rent said Premises, or any part thereof, or transfer or assign within Lease, without the prior written consent of Lessor. In the event Lessee desires the under-lease or sub-rent the Premises in connection with the sale of the Improvements to a third party, the options of Lessor set forth in paragraph 1 of this Lease and in the Bill of Sale shall apply. Each transfer and assignment, and each sub-letting or renting of said Premises in violation of this provision shall be and is null and void.

12. Lessee's Insurance. Lessee acknowledges and agrees that Lessor plans to conduct mining and related activities, including blasting, on or near the Premises. Lessee's sole remedy for any damage or destruction of the Improvements or Lessee's personal property located on the Premises caused by such mining and related activities, including blasting, shall be through Lessee's insurance policies. The Lessee shall obtain and maintain in full force and effect contents and personal property insurance on Lessee's possessions located in the Premises. Lessee shall obtain and maintain in full force and effect during the Term of this Lease, insurance in an amount of not less than 100% of the replacement cost of the Improvements insuring against fire, wind, rain, storm and other casualties, including contents insurance, insuring Lessee from loss or damage to the Improvements. Such policy or policies shall be paid for solely by Lessee, and Lessor shall not be required to pay any premium or other costs for or with respect to such insurance. Lessee shall name Lessor as an additional insured on all such policies and such policies shall contain a standard clause providing at least thirty (30) days notice to Lessor of cancellation of such insurance, and shall deliver to Lessor prior to the time such insurance is first required to be carried by Lessee, and thereafter at least thirty (30) days prior to the expiration of each such policy, either a duplicate or original or a certificate of insurance of all policies required to be procured by Lessee in compliance with Lessee's obligation hereunder, together with evidence satisfactory to Lessor of full payment of the premiums therefor. Lessee acknowledges and agrees that Lessor shall in no way be responsible for damage to or destruction of the Improvements during the Term of this Lease, such damage or destruction being the subject of the insurance policy or policies set forth herein obtained by Lessee for the benefit of Lessee. If at any time during the Term of this Lease, any part or all of the Improvements shall be damaged or destroyed, Lessee shall be obligated to either repair and replace, or demolish and dispose of, any damage to or destruction of the Improvements which, if not repaired and replaced or demolished and disposed of, would constitute a nuisance or a health or safety hazard.

13. Damage or Destruction; Condemnation. THIS LEASE SHALL BECOME NULL AND VOID in the event the Improvements located on the Premises shall be entirely destroyed or rendered entirely unfit or incapable of being used for the purpose for which the same is hereby let, by fire or other casualty, beyond the control of the Lessee, Lessee's family or other occupants of Premises, or in the event the Improvements should be condemned and the Lessor or his agents be forced to tear down and remove said building by the State, County, City or other authorities, and the liability of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of either of said events and such condemnation by said authorities, destruction or injury shall operate as a cancellation of this Lease and Lessee shall thereupon at once give up possession without further notice from Lessor or its agents, surrender possession of said Premises to the Lessor or its agents, and rent shall be payable only to the time of said surrender. In the event of such damage, destruction or condemnation, Lessor shall have the right to all proceeds of such condemnation but will be obligated to repurchase the Improvements for the Purchase Price.

If said Improvements and/or Premises are so injured by fire, rain, wind or earthquake as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let and are repairable within a reasonable time after written notice of said injury is given by the Lessee to the Lessor or its agents, then, and in any of those events, the Lessee or its agents may, but are not required to, repair the Improvements, and Lessor or its agents may, but are not required to, repair the Premises, within a reasonable time. During any time during which the Premises are being repaired by Lessor, rent shall be reduced in the proportion that that part of said Premises which is in untenable or unfit conditions bears to that part of the Premises in the condition before said injury. Within ten (10) days after the occurrence of such injury and receipt of notice of same from the Lessee, the parties shall notify the other whether the affected party intends to repair said Improvements or Premises, as the case may be, or terminate and cancel this Lease. Provided, however, that in the event the affected party or its agents fail to commence said repairs within thirty (30) days after notice to the other, the other party may terminate this Lease by written notice after the expiration of said thirty (30) days, and before said repairs are commenced. On any such termination and cancellation,

the Lessor may elect or be required by Lessee or Lessee's mortgagee to repurchase the Improvements for the Purchase Price; provided, however, that Lessor will be entitled to receive all of the proceeds of insurance to cover the cost of damage to the Improvements.

It is expressly understood and agreed that neither the Lessor nor its agents are in any way responsible for any damage that may accrue or be caused by repairing, restoring, or rebuilding said Premises as above provided; nor shall the Lessor or its agents be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of any pipes, toilets, plumbing, electric wires, or fixtures, gas pipes, fixtures, apparatus, or connections, or any of them, or caused by or growing out of any defects in said Premises, or any part thereof, or by fire, wind, rain or other cause, including, but not limited to any mining and related activities, including blasting, on or about the Premises, or during the repairing, alteration, or construction thereof. Lessee agrees that neither Lessor nor its agents are in any way responsible for damage to Lessee's or any other person's personal property or contents on the Premises. In the event the Premises or any portion of the Premises becomes uninhabitable due to damage, destruction or breakage of any system which Lessor elects not to repair, Lessee shall have the right to terminate the Lease upon ten (10) days prior written notice to Lessor, in which case Lessor shall be required to repurchase the Improvements for the Purchase Price.

14. Lessor's Reservation of Rights. The Lessor hereby reserves the right to enter the Premises for the purposes of preparing to mine and quarry, and mining and quarrying of, the Premises or property surrounding the Premises. The Lessee agrees that the Lessee's rights under this Lease shall not in any way diminish or impair the rights of Lessor to mine and quarry the minerals on the Premises or on any property near the Premises. In the event the Lessor's mining plan for the Premises necessitates mining any part of the Premises during the term of this Lease, Lessor agrees to limit mining to a location that is at least two hundred fifty (250) feet away from the house located on the Premises. During any such mining or quarrying of the Premises, the Lessee agrees to fully cooperate with Lessor to assure safe conditions in and around the house. In consideration of the terms and conditions of the Agreement and Lessor's entering into this Lease with Lessee, the Lessee waives, releases, discharges and covenants not to sue the Lessor for any type of disturbance and/or nuisance caused to Lessee by Lessor's mining or quarrying on the Premises or on any property near the Premises, including disturbance or nuisances related to blasting, noise, dust, vibrations or similar causes. If at any time, there is a conflict between Lessee's rights under this Lease to reside at the Premises and Lessor's right to mine and quarry the minerals on the Premises, the Lessor's rights to mine and quarry shall be supreme, and the Lessee's rights shall in all events be subject and subordinate to the rights of Lessor as set forth herein.

Lessee's Initials:

BGP

Lessor's Initials:

dlb

15. Lessee's Indemnity. Lessee hereby agrees to indemnify and save and hold harmless the Lessor, its officers, directors, agents, employees, contractors, successors and assigns, and each of them (collectively, the "Indemnified Parties"), from any loss, liability, damage, cost or expense (including reasonable attorneys fees and expenses) the Indemnified Parties may incur due to any claim of damage related to the presence of the Lessee or Lessee's invitees, guests, agents, employees, contractors, or their personal property, upon the Premises during the term of this Lease, whether caused by the negligence of the Indemnified Parties or otherwise, including, but not limited to, and claims arising out of mining, quarrying and related activities on and around the Premises and the violation of any environmental laws, rules or regulations by Lessee.

Lessee's Initials:

BGP

Lessor's Initials:

dlb

16. Surrender of Possession. The Lessee agrees, upon the termination or expiration of this Lease, to surrender quiet, and peaceable possession of said Premises in the like good order as at the commencement of said Term, normal wear and tear excepted, and notice so to do is hereby waived. It is further understood and agreed that if the Lessee shall continue in possession of any part of said Premises after the expiration of the aforesaid term, without the prior written consent of Lessor or its agents, then this Lease, at the option of the Lessor or its agents, shall continue in full force for such length of time as Lessor may elect up to one year from date of expiration with all conditions, covenants, and terms herein set forth, except that the rental of said Premises shall be DOUBLE THE AMOUNT heretofore fixed. Unless the Lessor or its agents elect to the contrary as set forth above, the Lease shall not be

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continued on Lessee's holding over and Lessee shall be considered a tenant at the sufferance of Lessor and not a tenant from month to month or quarter to quarter.

17. Environmental. Lessee covenants and agrees that during Lessee's possession of the Premises, Lessee will not, and will not allow others to, release or dispose of any hazardous substances, solid wastes or other environmental contaminants in, on or under the Premises.

18. Attorney's Fees on Default. The Lessee agrees to pay the Lessor or its agents a reasonable attorney's fee and expenses in the event of the employment of an attorney to collect any rents, damages, or amounts that may become due by the Lessee under this Lease, or to file and prosecute a suit against Lessee or one holding under this Lease for unlawfully withholding possession of said Premises or waste of the Premises, or to protect the interest of the Lessor in the event the Lessee is adjudged a bankrupt or legal process is levied upon the goods and chattels of the Lessee in or upon said Premises, or because of the violation of any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further secure prompt payment of said rents, or any other amounts, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of said Lessee herein contained, and all damages and costs that the Lessor or its agents may sustain by reason of the violation of said terms, conditions, or covenants, or any of them, the Lessee does hereby waive any and all rights to claim or have any personal property of the Lessee exempt from levy or other legal process under the Constitution and Laws of the State of Alabama or any other State of the United States.

19. No Hunting on Premises; No Removal of Trees from Premises. The Lessee agrees that the Premises is leased for residential purposes only and that Lessee shall not hunt, or allow others to hunt, on the Premises. Lessee covenants and agrees that Lessee shall not cut-down or remove any trees, shrubbery or plantings from the property without the prior written consent of Bob Picou, manager of Lessor, which consent may be withheld in Lessor's sole discretion. Nothing in this paragraph 19 shall be construed as preventing Lessee from fulfilling its obligations under this Lease to keep the Premises in good condition and repair, including, without limitation, the obligation to remove dead or diseased trees that are dangerous or could cause harm to persons or property.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands on the day and year first above written.

LESSOR:

DRAVO LIME COMPANY

By: David L. Schmier (L.S.)
Its Assistant Treasurer

LESSEE:

Robert W. Picou (L.S.)
ROBERT W. PICOU
Brenda G. Picou (L.S.)
BRENDA G. PICOU

STATE OF ALABAMA)

SHELBY COUNTY)

Deed. Rec.
~~STANDARD~~

WITNESSETH, for and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS, and other good and valuable consideration, in hand paid by ROBERT W. FICOU and BRENDA G. FICOU (individually or collectively, the "Grantee"), to the Grantor herein, the receipt and sufficiency of which is hereby acknowledged, DRAVO LIME COMPANY, a Delaware corporation (the "Grantor") does hereby grant, bargain, sell and convey unto the said Grantee, the following described personal property, to wit:

The single family residential house and all appurtenances thereto, including, but not limited to barns, stalls, fences and other improvements used in connection with the private raising and keeping horses, animals or agricultural products, if any; swimming pools, pool houses, and associated pool maintenance equipment, if any; tennis courts, tennis court nets, and associated tennis court maintenance equipment, if any; and storage or tool sheds and other buildings normally incident to a private home site, if any (collectively, the "Improvements"), located on the real property in Shelby County, Alabama, more fully described as follows (the "Property"):

Property

Lot 2, according to the Survey of LeCroy Estates, as recorded in Map Book 15, Page 94, in the Probate Office of Shelby County, Alabama, and the Southwest 125 feet of Lot 1, according to the Survey of Brashier Estates, as recorded in Map Book 17, Page 40, in the Probate Office of Shelby County, Alabama, described as follows: From the Southeast corner of said Lot 2, being the Southeast corner of the NE 1/4 of the NE 1/4 of Section 20, Township 21 South, Range 2 West, run Northerly along the East line of said Lot 2 for 221.86 feet to the Northeast corner of Lot 2, the Point of Beginning; thence continue Northerly along the same course for 125.44 feet; thence run westerly deflecting 85° 13' left for 775.59 feet to the West line of said Lot 1, being the East right-of-way line of Merry Fox Farms Road; thence run southerly along said right-of-way line deflecting 96° 59' left for 125.93 feet to the Northwest corner of said Lot 2; thence run easterly along the North line of Lot 2 deflecting 83° 01' left for 770.74 feet to the Point of Beginning.

GRANTEE ACKNOWLEDGES AND AGREES THAT THIS BILL OF SALE CONVEYS ONLY PERSONAL PROPERTY TO GRANTEE AND TRANSFERS NO RIGHT, TITLE OR INTEREST IN AND TO REAL ESTATE TO GRANTEE. ANY RIGHT, TITLE OR INTEREST IN AND TO THE REAL ESTATE ON WHICH THE IMPROVEMENTS ARE LOCATED IS ADDRESSED IN THE GROUND LEASE BETWEEN GRANTOR AND GRANTEE OF EVEN DATE HEREWITHTH.

10/30/1998-42723
 10:13 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
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Grantee acknowledges and agrees that the Improvements are located on the Property which is owned by Grantor, and that Grantee is the tenant, and Grantor is the landlord, of the Property under a Ground Lease of even date herewith. At any time during the term of the Ground Lease, Grantee, and any mortgagee of Grantee, shall have the right to require Grantor to repurchase the Improvements located on the Property at the same purchase price as recited herein (the "Purchase Price").

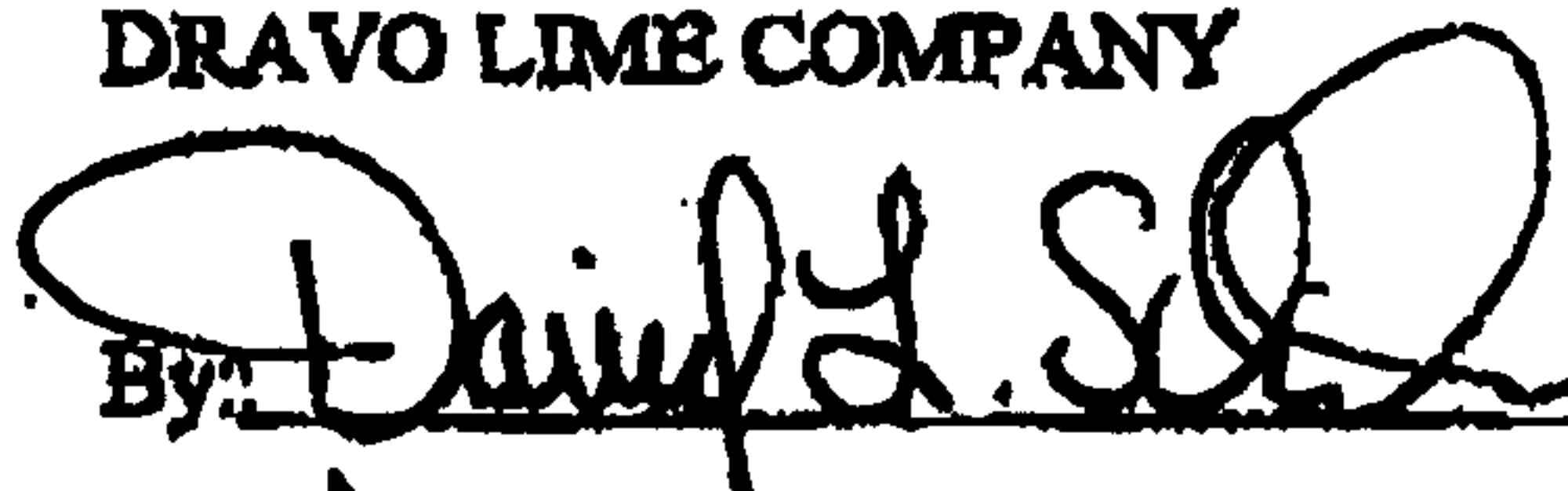
Grantee, and any mortgagee of Grantee, shall also have the option of selling the Improvements on the Property to any third party with the prior written consent of Grantor. In the event Grantor refuses to give consent, Grantor will be obligated to repurchase the Improvements at the Purchase Price. In the event Grantor gives consent to such sale, Grantor, as landlord, shall either allow Grantee to assign the Ground Lease to said third party or enter into a new Ground Lease agreement with such third party, as tenant. **IN NO EVENT SHALL A SALE OF THE IMPROVEMENTS BY GRANTEE TO A THIRD PARTY CHANGE THE PURCHASE PRICE FOR THE IMPROVEMENTS TO BE PAID BY GRANTOR AS SET FORTH HEREIN.**

TO HAVE AND TO HOLD unto the Grantees, their heirs and assigns.

And the Grantor does hereby represent, warrant and declare that the Grantor is the owner of the said Improvements in fee simple and that said Improvements are free and clear of all liens and encumbrances of any kind covering said Improvements or any part thereof. And Grantor will warrant and defend the title to said Improvements against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, on this the 29th day of July, 1998.

DRAVO LIME COMPANY

By:  (SEAL)
Its Assistant Treasurer

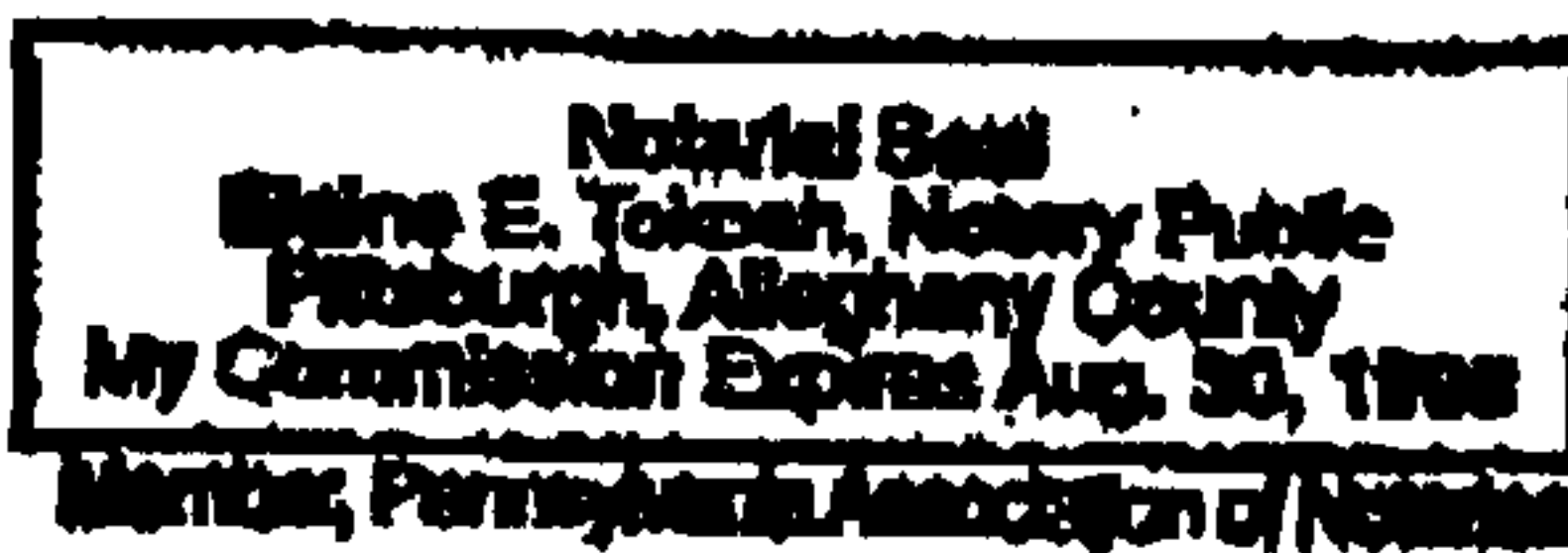
**STATE OF ALABAMA)
SHELBY COUNTY)**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David L. Schneider, whose name as Asst. Treasurer of DRAVO LIME COMPANY, a corporation, is signed to the foregoing Bill of Sale, and who is known to me, acknowledged before me on this day that, being informed of the contents of such document, 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 22th day of July, 1998.

My commission expires:
August 30, 1998

Elaine E. Toksch
Notary Public



THIS INSTRUMENT PREPARED BY:

M. Beth O'Neill

Oglethorpe, Deakins, Nash, Smoak & Stewart, P.C.

1900 SouthTrust Tower

420 North 20th Street

Birmingham, AL 35203-3204

Inst # 1998-42729
10/30/1998-42729
10:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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