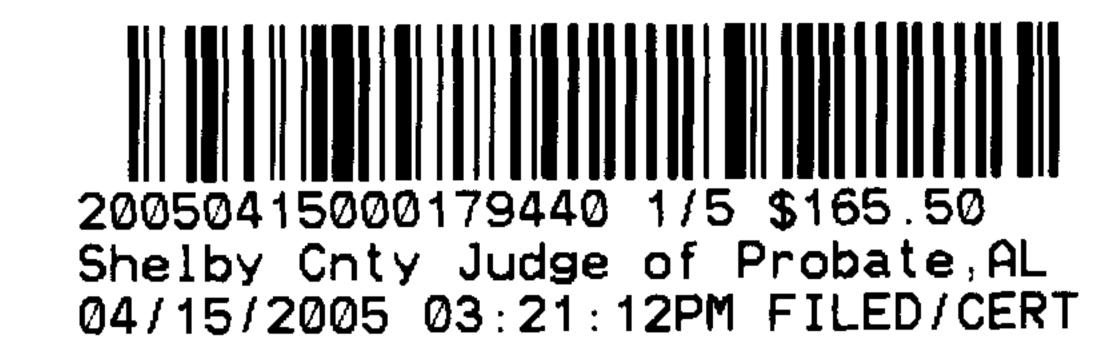
MORTGAGE



Know All Men by These Presents: That Whereas <u>Howard Roberts and wife, Charlotte Roberts</u>, (hereinafter called "Mortgagor", whether one or more), residents of Bucks County, Pennsylvania, are indebted to <u>James E. Roberts</u> (hereinafter called "Mortgagee") for the sum of <u>Ninety-five Thousand and No/100 Dollars</u> (\$95,000.00), evidenced by a promissory note of even date herewith, payable in one installment due April 11, 2006.

And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

Now therefore, in consideration of the premises, said Mortgagor, <u>Howard and Charlotte Roberts</u>, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit: <u>See Legal Description attached hereto</u>. Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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 agrees 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 agrees 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 Mortgagor pays said indebtedness, and the interest thereon and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, 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 the 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 thereon, 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 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 Mortgagees, their 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, this 11th day of April, 2005.

Witness:	
	(Seal)
	Howard Roberts
	1 / Len /
	Charlotte Roberts
I, the undersigned, a Notary	Public in and for said County, in said State, hereby certify that Howard Roberts and

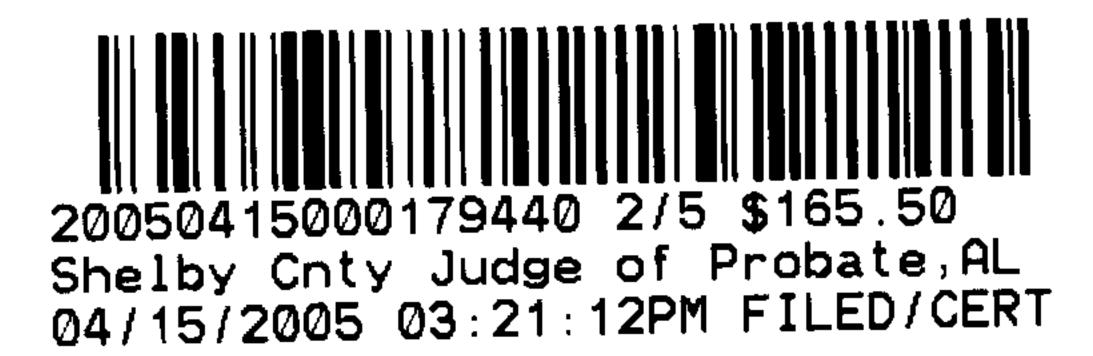
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that <u>Howard Roberts and Charlotte Roberts</u>, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of April, 2005.

Mary Public

Notary Public

My Commission Expires:



LEGAL DESCRIPTION

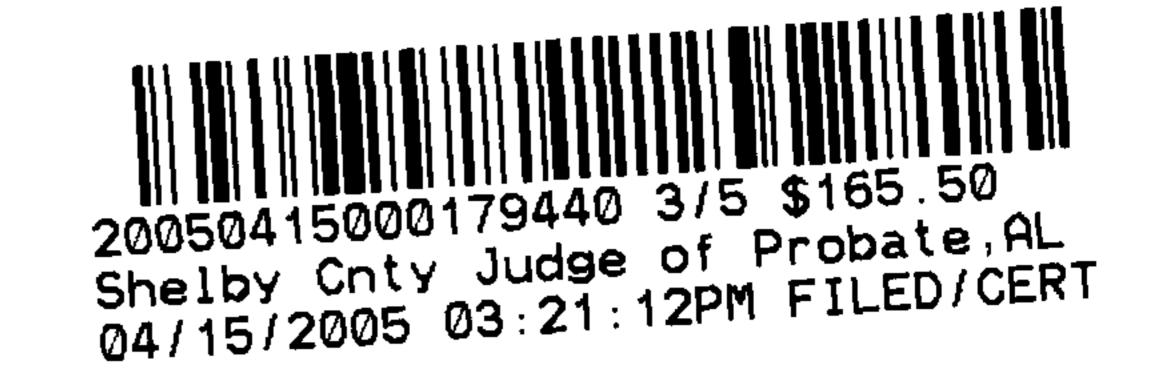
3.97 acres, an undivided interest in and to approximately 27.82 acres known as I-65 Properties South, located in Shelby County, Alabama on the George Roy Parkway. Said property is bordered on the North by properties owned by I-65 Investment Properties, an Alabama general partnership, on the South by State Hwy 22, on the East by Interstate I-65, and on the West by the George Roy Parkway. Title to the subject property was formerly held in a partnership known as I-65 Properties South, an Alabama general partnership, which has been dissolved. I previously purchased my interest in such partnership from Becky Sandlin on October 10, 1999.

The subject property is further described as being a portion of said property which was acquired by I-65 Properties South by Instrument No. 1997-09281 in the Probate Office of Shelby County, Alabama, and described in Exhibit A attached hereto;

And a portion of that certain property purchased by I-65 Properties South from Hubert and Carrie Steadman as recorded in Instrument No. 1996-40448 in the Probate Office of Shelby County, Alabama, and described in Exhibit B attached hereto;

And a portion of that certain property purchased from Myrtle Lee Tinsley, et al, as recorded in Instrument No. 1997-22595 in the Probate Office of Shelby County, Alabama, and described in Exhibit C attached hereto.

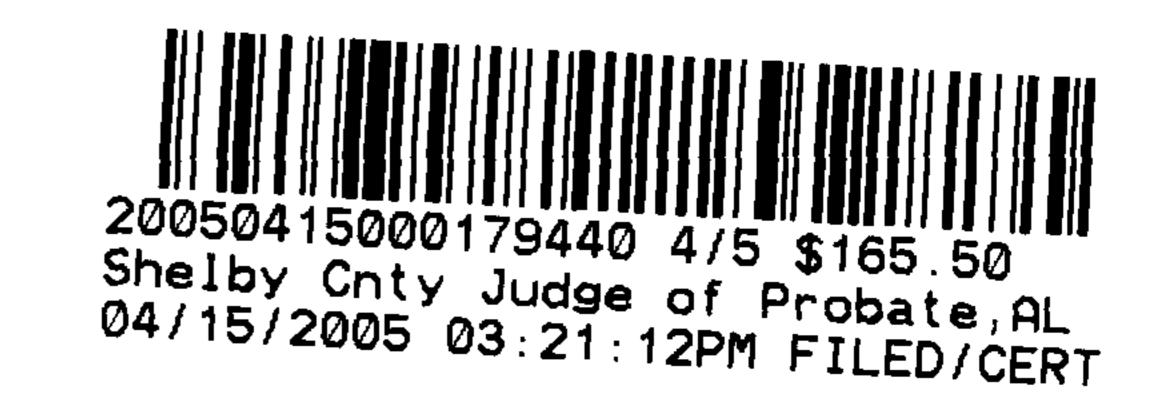
EXHIBIT A



A parcel of land in the NE 1/4 of the NE 1/4 of Section 5, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows:

Commence at the NW corner of the NW 1/4 of the NE 1/4 of Section 5, Township 22 South, Range 2 West, Shelby County, Alabama and run thence Easterly along the North line of said 1/4 1/4 733.14 feet to a point on the Southwesterly right of way line of Interstate Highway No. 65; thence turn 51 deg. 20 min. 23 sec. right and run Southeasterly along said right of way 103.71 feet to a monument; thence turn 09 deg. 59 min. 50 sec. left and continue Southeasterly along said right of way line 446.89 feet to a monument; thence turn 02 deg. 45 min. 27 sec. right and continue along said right of way line 267.89 feet to a steel pin corner and the point of beginning of the property, Parcel -2, being described; thence turn 45 deg. 26 min. 41 sec. right and run Southerly along an old existing barbed wire fence 749.04 feet to an old steel bar corner at a fence corner; thence turn 87 deg. 35 min. 39 sec. left and run Easterly along same old fence 700.70 feet to a steel pin corner on the North right of way line of Shelby County Highway No. 22; thence turn 32 deg. 32 min. 58 sec. left and run Northeasterly along said Highway 22 right of way 208.43 feet to a steel pin corner on the Southwesterly right of way line of Interstate Highway No. 65; thence turn 113 deg. 22 min. 16 sec. left and run Northwesterly along said I-65 right of way line 441.89 feet to a monument; thence turn 00 deg. 10 min. 47 sec. right and continue along said right of way line 328.44 feet to a monument; thence turn 02 deg. 44 min. 10 sec. right and continue along said right of way line 338.61 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT B



All of the W 1/2 of the NE 1/4 of Section 5, Township 22 South, Range 2 West, Shelby County, Alabama North of Highway No. 22. Less and except the right of way of Interstate Highway No. 65 and all of the SE 1/4 of the NE 1/4 lying North of Highway No. 22. Said parcel being more particularly described as follows:

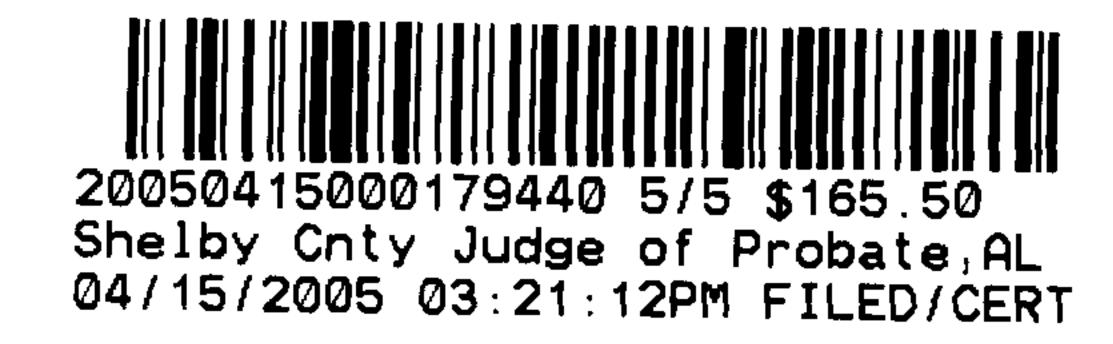
Parcel I

Beginning at the NW corner of the NW 1/4 of the NE 1/4 of Section 5, Township 22 South, Range 2 West, Shelby County, Alabama and run thence Easterly along the North line of said 1/4 1/4 733.14 feet to a steel pin on the Westerly right of way line of 1-65 Highway; thence turn 51 deg. 20 min. 23 sec. right and run Southeasterly along said right of way line 103.71 feet to a concrete monument; thence turn 9 deg. 59 min. 50 sec. left and continue along said right of way line 446.89 feet to a concrete monument; thence turn 2 deg. 45 min. 27 sec. right and continue along said right of way line 267.89 feet to a steel pin corner at an existing fence corner; thence turn 45 deg. 26 min. 41 sec. right and run Southerly along said fence 749.04 feet to an existing steel bar (bolt) corner; thence turn 87 deg. 35 min. 39 sec. left and run Easterly along same said fence 700.70 feet to a steel pin corner at the intersection of the North right of way line of Highway No. 22; thence turn 154 deg. 28 min. 06 sec. right and run Southwesterly along the said North line of said Highway No. 22 a chord distance of 614.69 feet to a concrete monument; thence turn 25 deg. 07 min. 49 sec. left and run along said right of way 110.06 feet to a concrete monument; thence turn 29 deg. 23 min. 59 sec. right and run Southwesterly along North right of way line of said Highway No. 22, 1,333.16 feet to a steel corner on the West line of the NE 1/4 of said Section 5; thence turn 105 deg. 33 min. 48 sec. right and run Northerly along said 1/4 line, 2,111.24 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II

Beginning at the NE corner of the NW 1/4 of the NE 1/4 of Section 5, Township 22 South, Range 2 West, Shelby County, Alabama and run thence Westerly along the North line of said 1/4 1/4 205.65 feet to a steel pin corner on the Northeast right of way line of I-65 Highway; thence turn 134 deg. 03 min. 57 sec. left and run Southeasterly along said I-65 right of way 89.75 feet to a concrete monument; thence turn 1 deg. 44 min. 45 sec. left and continue along said right of way 84.77 feet to a concrete monument; thence turn 00 deg. 50 min. 06 sec. left and continue along said right of way line 129.88 feet to the intersection of said right of way with the East line of said NW 1/4 of the NE 1/4 of said Section 5; thence turn 136 deg. 34 min. 47 sec. left and run Northerly along said 1/4 1/4 line 213.07 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT C



All that part of the SW 1/4 of the SE 1/4 of Section 32, Township 21, Range 2 West, lying West of I-65, Shelby County, Alabama.

Minerals and mining rights excepted.