	This instrument was prepared by		
SEIL Co., LLC	(Name) (Address) 1927 First Avenue N Bham, AL 35203		
100 Village Street	First American Bank, an Alabama 20846512 Banking Corporation		
Birmingham AL 35242 0000	1927 First Avenue N Birmingham, AL 35203		
MORTGAGOR 35242 0000	MORTGAGEE		
"I" includes each mortgagor above.	"You" means the mortgagee, its successors and assigns.		
	Co., LLC, mortgage, grant, bargain, sell and convey to you, with power of sale,		
to secure the payment of the secured debt described below, on rights, easements, appurtenances, rents, leases and existing and fu	June 24, 2005 , the real estate described below and all uture improvements and fixtures (all called the "property").		
PROPERTY ADDRESS: ALABAMA STATE HIGHWAY 70 (Street)	, CALERA , Alabama (Zip Code)		
LEGAL DESCRIPTION: THE LEAGE DESCRIPTION OF SAID REAL ESTATE IS ATTACHED HER AND MADE A PART OF BY REFERENCE.			
This does not constitute the homestead of the mortgagor.			
located in <u>Shelby</u> FITLE: I covenant and warrant title to the property, except for	County, Alabama.		
under this mortgage or under any instrument secured by this	ed debt and the performance of the covenants and agreements contained in rein. Secured debt, as used in this mortgage, includes any amounts I owe you is mortgage and all modifications, extensions and renewals thereof. Greements secured by this mortgage and the dates thereof.): E		
Future Advances: All amounts owed under the advanced. Future advances under the agreement extent as if made on the date this mortgage is expenses.	ne above agreement are secured even though not all amounts may yet be ent are contemplated and will be secured and will have priority to the same xecuted.		
Revolving credit loan agreement dated are secured even though not all amounts may yet be a secured and will have priority to the same extent as if m	All amounts owed under this agreement advanced. Future advances under the agreement are contemplated and will be nade on the date this mortgage is executed.		
	ne time shall not exceed a maximum principal amount of: if not paid earlier.		
THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 plus interest, plus any disbursements made for the payment such disbursements.	Dollars (\$3,500,000.00), of taxes, special assessments, or insurance on the property, with interest on		
	ed by this mortgage may vary according to the terms of that obligation. Is under which the interest rate may vary is attached to this mortgage and		
RIDERS: Commercial X ARBITRATION			
incorporated onto page 1 of this mortgage form) and in any rid	ants contained in this mortgage (including those on page 2 which are hereby ders described above and signed by me.		
SEIL CO), LLC SEIL CO), LLC (S	Seal) (Seal		
Irving D. Meisler, Managing Member			
(S	Seal)(Seal		
WITMESSES:			
ACKNOWLEDGMENT: STATE OF ALABAMA,	, County ss:		
I, THE UNDERSIGNED	, a Notary Public in and for said county and in said state, hereby certify that		
Irving D. Meisler			
whose name(s) <u>IS/ARE</u> signed to the forego			
me on this day that, being informed of the conditional day the same bears date.			
whose name(s) as Munaging			
a corporatio n, <u>'S</u> signed to the forego	oing conveyance and who is known to me, acknowledged before me ts of the conveyance, he, as such officer and with		
full authority, executed the same voluntarily fo			
Given under my hand this the 24th My commission expires:	day of		
· · · · · · · · · · · · · · · · · · ·			
5-12-2008	(Notary Public) ALABAMA		

COVENANTS

- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. All insurance policies shall include a standard mortgage clause in favor of you. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. This mortgage gives you the power of sale, which you may also invoke under the circumstances described in the previous sentence. If you invoke the power of sale, you will give notice of the sale by publication once a week for three successive weeks in some newspaper published in the county in which the property or any portion of it is located. This notice will give the time, place and terms of the sale, and a description of the property. After this notice is given, the property will be sold to the highest bidder at public auction at the front door of the County Courthouse of the county in which the notice of sale was published. *and
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Waiver of Homestead. I hereby waive all right of homestead exemption in the property.
- 9. Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is dicontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

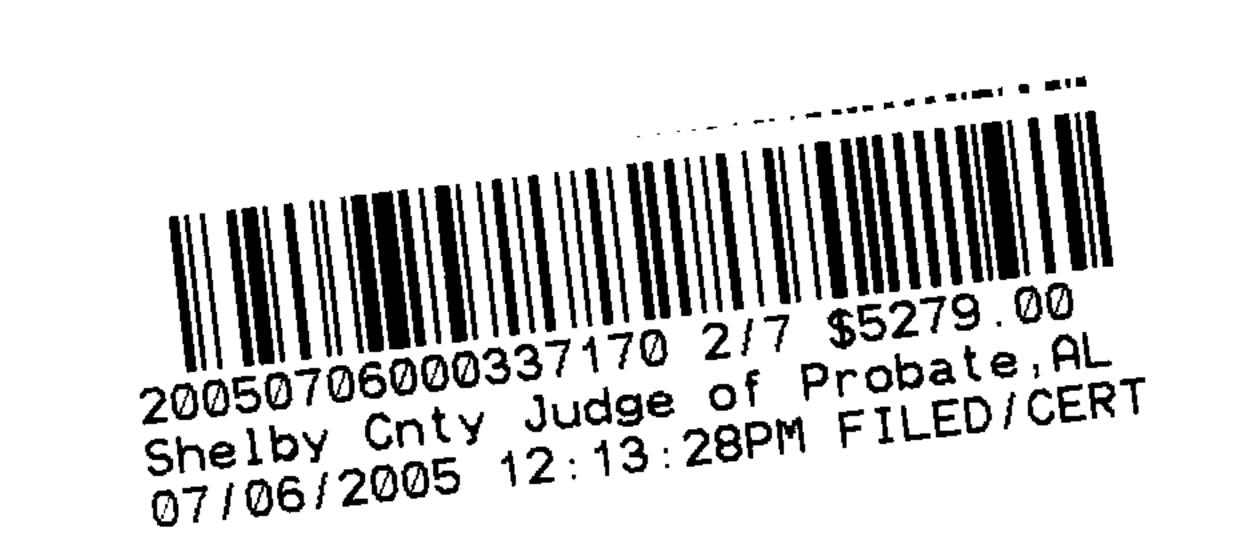
The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt in full and all underlying agreements have been terminated, this mortgage will become null and void and you will release this mortgage.

*you and your agents or assigns, may bid at said sale and purchase said property if the highest bidder therefore.



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Rider to Mortgage - Arbitration

Mortgagor (herein "Borrower") represents to Mortgagee (herein "Lender") that its business and affairs constitute substantial interstate commerce and that it contemplates using the proceeds of the Note in substantial interstate commerce. Except as otherwise specifically set forth below, any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), between or among lender, borrower or any other Obligor, including without limitation any claim based on or arising from an alleged tort, shall be resolved by arbitration as set forth below. As used herein, Disputes shall include all actions, disputes, claims, counterclaims or alleged controversies arising in connection with the loan, any extensions of or commitment to extend credit by the Lender, any collection of any indebtedness owed to the Lender, any security or collateral given to the Lender, any action taken (or any omission to take any action) in connection with any of the foregoing, any past, present or future agreement between or among the Lender, the Borrower or an other Obligor (including without limitation this Agreement, the Note and the Mortgage, any past, present or future transactions between or among the Lender, the Borrower or any other Obligor. Without limiting the generality of the foregoing, Disputes shall include actions commonly referred to a 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 (the "AAA"). Defenses based on statutes of limitation, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding with respect to this Note shall be deemed the commencement of an action for such purposes. Notwithstanding the foregoing, the Borrower and each other Obligor 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 Borrower or any other Obligor for a debt due. The Borrower and each other Obligor 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 as set forth above, and (ii) the institution or maintenance of a judicial action hereunder shall not constitute a waiver of the right of any party to submit any other action, dispute, claim or controversy as described above, even though arising out of the same transaction or occurrence, to binding arbitration as set forth herein. If the Borrower 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 the parties shall submit to arbitration all claims. No provision of, nor the exercise of any rights under this paragraph, shall limit the right of an party (i) to foreclose against any real or personal property collateral 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 of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party including the plaintiff in such an 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 in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each of the Lender and Obligor shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated shall select a third arbitrator from the eight remaining potential arbitrators. The panel of three (3) arbitrators shall determine the resolution of the Dispute.

IRVING D.	MEISLER,	MANAGING	MEMBER	(SEAL)
				(SEAL)
				(SEAL)
				(SEAL
				(SEAL
				(SEAL

A parcel of land situated in Section 34, Township 21 South, Range 3 West, being more particularly described as follows:

Begin at the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 34; thence run in a Southerly direction along the East line thereof for a distance of 1331.32 feet to the Southwest comer of the said Southwest quarter of the Northeast quarter; thence turn a deflection angle of 91 degrees 22 minutes 50 seconds to the right and run in a Westerly direction along the South line thereof for a distance of 315.41 feet; thence turn a deflection angle of 91 degrees 13 minutes 33 seconds to the left and run in a Southerly direction for a distance of 1225.39 feet to a point on the Northern-most right of way line of Alabama State Highway No. 11; thence turn a deflection angle of 84 degrees 53 minutes 18 seconds to the right and run in a Southwesterly direction along said right of way line for a distance of 1141.47 feet; thence turn a deflection angle of 90 degreed 00 minutes 00 seconds to the left and run in a Southerly direction along said right of way line for a distance of 15.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southwesterly direction along said right of way line for a distance of 122.79 feet; thence turn a deflection angle of 94 degrees 56 minutes 42 seconds to the right and run in a Northerly direction for a distance of 1378.18 feet to a point on the South line of the Southeast quarter of the Northwest quarter of said Section 34; thence turn a deflection angle of 88 degrees 24 minutes 53 seconds to the left and run in a Westerly direction along the South line thereof for a distance of 945.75 feet to the Southwest corner of the said Southeast quarter of the Northwest quarter; thence turn a deflection angle of 88 degrees 16 minutes 00 seconds to the right and run in a Northerly direction along the West line thereof for a distance of 1343.68 feet to the Northwest comer of the said Southeast quarter of the Northwest quarter; thence turn a deflection angle of 91 degrees 51 minutes 00 seconds to the right and run in an Easterly direction along the North line thereof for a distance of 2527.38 feet to the POINT OF DEGINNING. Said parcel contains 5,011,911 square feet or 115.06 acres more or less.

ALSO DESCRIBED AS:

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Legal Description

TRACT 5.000

Beginning at the SW corner of the SE 1/4 of the NW 1/4, Section 34, Township 21 South, Range 2 West, run north along the west boundary of said 1/4, 1/4 a distance of 670.72 feet, thence right 91 degrees 34 minutes a distance of 631.68 feet, thence right 88 degrees 26 minutes a distance of 669.06 feet; thence right 91 degrees 26 minutes a distance of 631.62 feet to the point of beginning.

Source of Title: Instrument No. 2001-50695

TRACT 5.002

Beginning at the NW corner of the SE 1/4 of the NN 1/4. Section 34, Township 21 south, Range 2 West; run East along the North boundary of said 1/4-1/4 a distance of 947.63 feet; thence right 88 degrees 17 minutes a distance of 1336.71 feet; thence right 88 degrees 34 right 91 degrees 26 minutes a distance of 315.81 feet; thence right 88 degrees 36 minutes a distance of minutes a distance of 669.06 feet; thence left 88 degrees 26 minutes a distance of 670.72 feet to the 671.68 feet; thence right 88 degrees 26 minutes a distance of 670.72 feet to the point of beginning.

Source of Title: Deed Book 42, Page 936, et seq.

TRACT 5.004

From the Southeast Corner of the Southwest 1/4 of the Northeast 1/4, Section 34, T21S, R2W, run west along the south boundary of said 1/4-1/4 a distance of 315.81 feet to the point of beginning; thence continue in a straight line a distance of 631.62 feet; thence right 88° 34' a distance of 1333.55 feet; thence right 91° 43' a distance of 631.75 fact; thence right 81° 43' a distance of 631.75 fact; thence right 81° 43' a distance of 631.75 fact; thence right 81° 43' a distance of 631.75 fact; thence right 81° 43' a distance of 631.75 fact; thence right 88° 17' a distance of 1330.39 feet to the point of beginning.

Source of Title: Book 078, Page 903, et seq. (PARCEL III (Tract 2-1 North))

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TRACT 5.005

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Beginning at the Northeast Corner of the Southwest 1/4 of the Northeast 1/4, Section 34, T21S, R2W, run south along the east boundary of said 1/4-1/4 a distance of 1328.81 feet; thence right 91° 26' a distance of 315.81 feet; thence right 88° 34' a distance of 1330.39 feet, thence right 91° 43' a distance of 315.88 feet to the point of beginning.

Source of Title: Book 078, Page 903, et seq. (PARCEL I (Tract 1-A))

TRACT 5.007

From the 5E corner of the NW 1/4 of the SE 1/4, Section 34, Township 21 South, Range 2 West; run North slong the Bast boundary a distance of 106.79 feet to a point on the North right of way line of Alabama State Highway #70; thence left 94 degrees 55 minutes a distance of 950.59 feet to the point of beginning, thence continue in a straight line a distance of 653.72 feet; thence right 94 degrees 55 minutes a distance of 631.62 feet; thence right 91 degrees 26 minutes a distance of 631.62 feet; thence right 88 degrees 34 minutes a distance of 1330.49 feet to the point of beginning.

Also, beginning at the 5E corner of the SE 1/4 of the NW 1/4, Section 34, Township 21 South, Range 2 West; run West along the South boundary of said 1/4-1/4 a distance of 315.81 feet; thence right 88 degrees 34 minutes a distance of 1336.71 feet; thence right 91 degrees 43 minutes a distance of 631.76 feet; thence right 88 degrees 17 minutes a distance of 1333.55 feet; thence right 91 degrees 26 minutes a distance of 315.81 feet to the point of beginning.

Sources of Title: Book 42, Page 959, et seq., and Book 42, Page 962, et seq.

TRACT 5.008

From the Southeast Corner of the Northwest 1/4 of the Southeast 1/4, Section 34, T21S, R2W, run north along the east boundary of said 1/4-1/4 a distance of 100.70 feet to a point on the north R.O.W. line of Alabama Highway \$70; thence left 94° 55' a distance of 316.86 feet to the point of beginning; thence continue in a straight line a distance of 633.73 feet; thence right 94° 55' a distance of 1330.49 feet; thence right 91° 26' a distance of 631.62 feet; thence right 88° 34' a distance of 1260.25 feet to the point of beginning.

Source of Title: Book 078, Page 903, et seq. (PARCEL II (Tract 2-A South))

LESS AND EXCEPT AS TO 5.007 AND 5.008:

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Commencing at the northwest corner of the Why of SEk. Section 34, T-21-S. A-2-V; thence southerly slong the west line of said Why of SEk a distance of 1318 feet, more or less, to a point that is 70 feet northwesterly of and at right angles to the centerline of Project No. 3-478(1) and the point of beginning of the property herein to be conveyed; thence N 85° 32' 55" E, parallol with the centerline of said project, a distance of 970 feet, wore or less, to the cast property line; thence southerly along said east property line a distance of 30 feet, more or less, to the present northwest right-of-usy lipe of Alabama Highway No. 70; theace southwesterly along said present northwest right-of-way line a distance of 700 feet, sore or less, to the south line of said NWk of SEk; thence wasterly along said south line a distance of 270 feet, more or less, to the northwest corner of the Suy of SER of said Section 34; thence southerly along the west line of said sul of set a distance of 25 feet, more or less, to said present porthuest right-of-way line; thence southwesterly along said present northwest right-of-way line a distance of 325 feat, more or less, to the west property line; thence northerly along said west property line a distance of 15 feet, more or less, to a point that is 55 feet agribuosterly of and at right angles to the centerline of said project; thence H 85 32' 55 E, parallel with the centerline of said project, a discence of 130 feet, more or less, to a point that is 55 feet northwesterly of and at right angles to the centerline of said project at Station 50+00; thence turn an angle of 90°00' to the left and run a distance of 15 feet; thence N 85° 32' 55" P, parallal with the centerline of paid project, a listibed of 198 foot, more or less, to the point of beginning.

Said strip of land lying in the 25 of SUk and the Us of SEk, Section 34, T-21-3, R-2-W and containing 0.828 acre, more or less.

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Source of Title: Book 169, Page 218, et seq.