

This instrument was prepared by:

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MEMORANDUM OF AGREEMENT AND MORTGAGE

THIS MEMORANDUM OF AGREEMENT AND MORTGAGE (this "Memorandum") executed as of the 5th day of May, 2008, by and between **SBE PROPERTIES LLC**, an Alabama limited liability company ("Grantor") and **GRAY & GIOVANNELLI PROPERTIES, L.L.C.**, an Alabama limited liability company ("Grantee").

AGREEMENT

Grantor will acquire and become the owner of certain land situated in an unincorporated area of Shelby County, Alabama (the "Property") as generally described in Exhibit A and depicted in Exhibit B. The Property will be acquired from Frontier Bank and The Bankers Bank (the "Banks") who acquired the Property by Auctioneer's Deed recorded as Instrument Number 20070824000401150 dated August 20, 2007, pursuant to a foreclosure sale conducted August 17, 2007. The Grantor has entered into a Purchase and Sale Agreement dated May 5, 2008 (the "Purchase and Sale Agreement") with Grantee providing for the sale to Grantee of approximately 40 acres as generally depicted as Lots 16 and 17 in Exhibit B (the "Designated Lot").

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee mutually desire to enter into this Memorandum which may be recorded at Grantee's option and at Grantee's expense in order to evidence the existence of the Purchase and Sale Agreement which, among other provisions, contains the following terms:

1. The Purchase and Sale Agreement provides for the sale by Grantor and the purchase by Grantee of the Designated Lot (as the same may be modified as set forth in the Purchase and Sale Agreement) subject to and in accordance with the terms of the Purchase and Sale Agreement.

2. Under certain circumstances more particularly set forth in paragraph 16 of the Purchase and Sale Agreement, the Grantor has agreed to refund a certain deposit to Grantee, with interest. In order to secure the contingent obligation to do so as set forth in the Purchase and Sale Agreement, Grantor hereby grants, bargains, sells, conveys and mortgages to Grantee (as a mortgage only and not as a deed) Grantor's rights in and to the Designated Lot, together with all appurtenances. Upon a default by Grantor pursuant to paragraph 16 of the Purchase and Sale Agreement and failure of Grantor to timely cure the same following notice as provided therein,

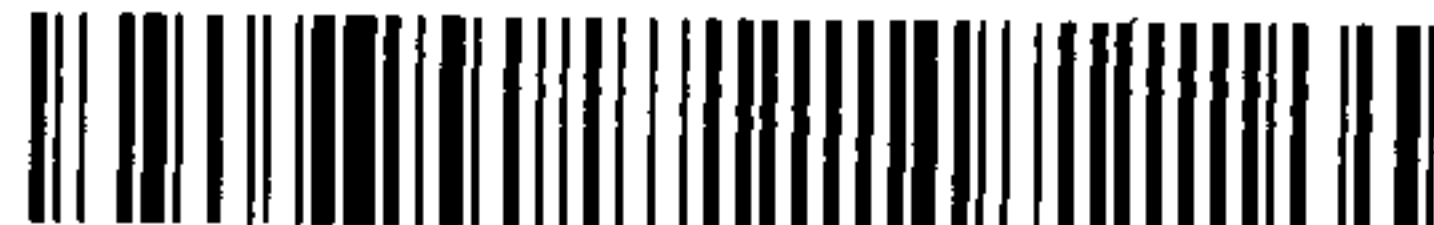
this mortgage shall be subject to foreclosure by power of sale or by judicial foreclosure, at Grantee's option, in accordance with the provisions of Alabama law.

3. This Memorandum will automatically terminate and be of no further force and effect January 31, 2009, unless prior to such date the same is extended by a written notice that is signed by Grantee that (a) specifically references this Memorandum, (b) identifies the Designated Lot, and (c) states that Grantor has not as of the date of such notice conveyed the Designated Lot to Grantee as required by the Purchase and Sale Agreement, and the same is recorded on or before January 31, 2009 in the Probate Office of Shelby County, Alabama.

4. Any notice or correspondence to the Grantee with respect to this Memorandum shall be given to Grantee at: ATTN: JAMES C GRAY III, Lloyd Gray Esq. & Whitehead P.C.
251 20TH PLACE SOUTH SUITE 300 BIRMINGHAM AL 35223

Nothing herein shall be deemed to amend, modify or supplement the provisions of the Purchase and Sale Agreement.


* * *


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Shelby Cnty Judge of Probate, AL
06/05/2008 08:01:38AM FILED/CERT

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the day and year first above written.

GRANTOR:

SBE PROPERTIES LLC,
an Alabama limited liability company

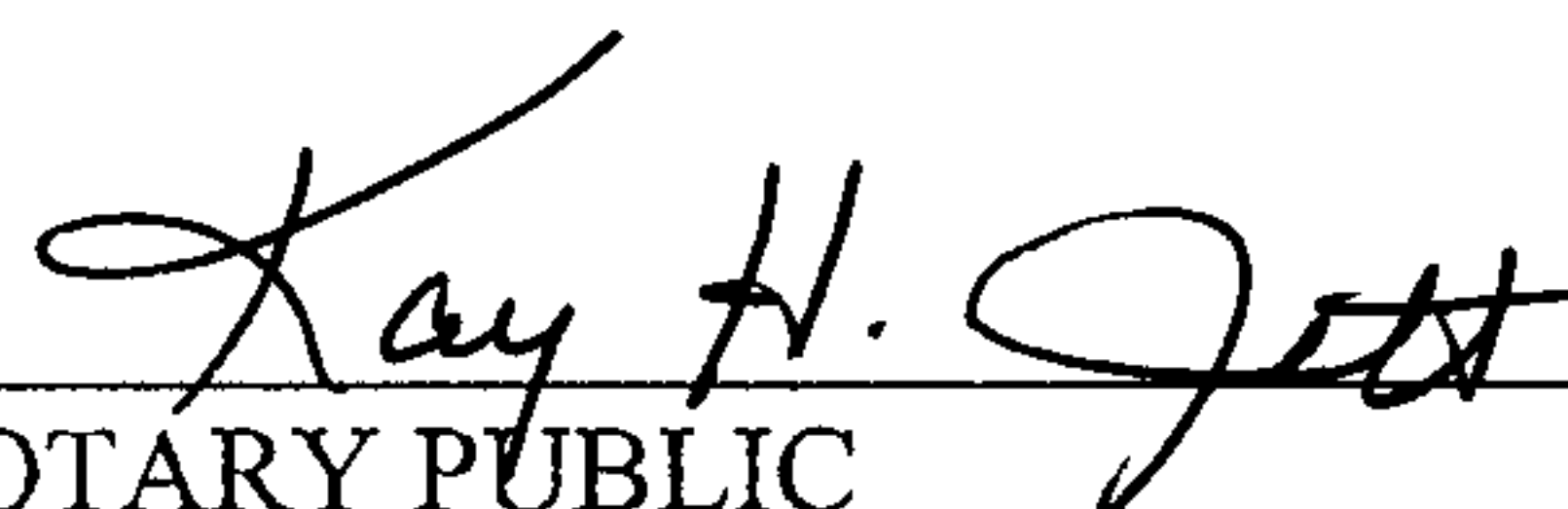
BY: 
Allen Shirley
Its Manager

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Allen Shirley, whose name as Manager of SBE Properties LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 5th day of May, 2008.

[NOTARY SEAL]


NOTARY PUBLIC
My Commission Expires: 8-28-08



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GRANTEE:

[ENTITY]

a GRAY & GIOVANNELLI PROPERTIES L.L.C.

BY:

Its

[INDIVIDUAL]

[Signature]
MEMBER

Dominick Giovannielli, MEMBER

[FOR ENTITY]

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James C. Gray III and Dominick Giovannielli, whose name as members of Gray & Giovannielli Properties, LLC, a Limited Liability Company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said LLC.

Given under my hand and seal, this 5th day of May, 2008.

Kay H. Jett
NOTARY PUBLIC

My Commission Expires:


8-28-08

[NOTARY SEAL]

[FOR INDIVIDUAL]

STATE OF ALABAMA)

COUNTY OF _____)


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Shelby Cnty Judge of Probate, AL
06/05/2008 08:01:38AM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this _____ day of _____, 2008.

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "A"

Township 20 South, Range 1 West, Shelby County, Alabama, to wit:

Section 29:

The East one-half of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the North one half of the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Section 30:

The South one-half of the Southwest $\frac{1}{4}$; the East one-half of the Southeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Section 31:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the East one-half of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Township 20 South, Range 2 West, Shelby County, Alabama:

Section 23:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$.

Section 24:

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the South one half of the Southwest $\frac{1}{4}$; the West one-half of the Southeast $\frac{1}{4}$.

Section 25:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South one-half of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the West one-half of the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;

A part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ described as being a 6 acre block in the Northwest corner of $\frac{1}{4}$ - $\frac{1}{4}$; ?

A part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ described as follows:

Commencing at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ and run North for 150 yards (450 feet) to a road, thence run westerly along the road to C.L. Mooney's land; thence South to the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence East to the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ and the point of beginning.



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Section 26:

All that part of the Northeast $\frac{1}{4}$ and all that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ which lies South of the following described line to wit:

Commencing where the Clear Prong of Yellow Leaf Creek is intersected by the North and South median line of said Section and run in a straight line to the point where said creek is intersected by the East boundary of said Section;

The West one-half, EXCEPT the South one-half of the South one-half of the Southwest $\frac{1}{4}$;

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, EXCEPT the South one-half of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and LESS AND EXCEPT the following described parcel from the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$:

Commence at the Southwest corner of said Section 26 and proceed North $02^{\circ}32'48''$ West along the West boundary line of said Section for a distance of 688.38 feet; thence run North $88^{\circ}38'46''$ East for a distance of 2,268.45 feet to the point of beginning; thence continue North $88^{\circ}38'46''$ East for a distance of 940.0 feet; thence run North $55^{\circ}15'57''$ West for 91.32 feet; thence run North $33^{\circ}12'32''$ West for a distance of 180.70 feet; thence run South $88^{\circ}38'46''$ West for a distance of 770.85 feet; thence run South $01^{\circ}21'14''$ East for a distance of 207.30 feet back to the point of beginning;

Ten acres evenly off the West side of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, LESS AND EXCEPT, the South one-half of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Section 36:

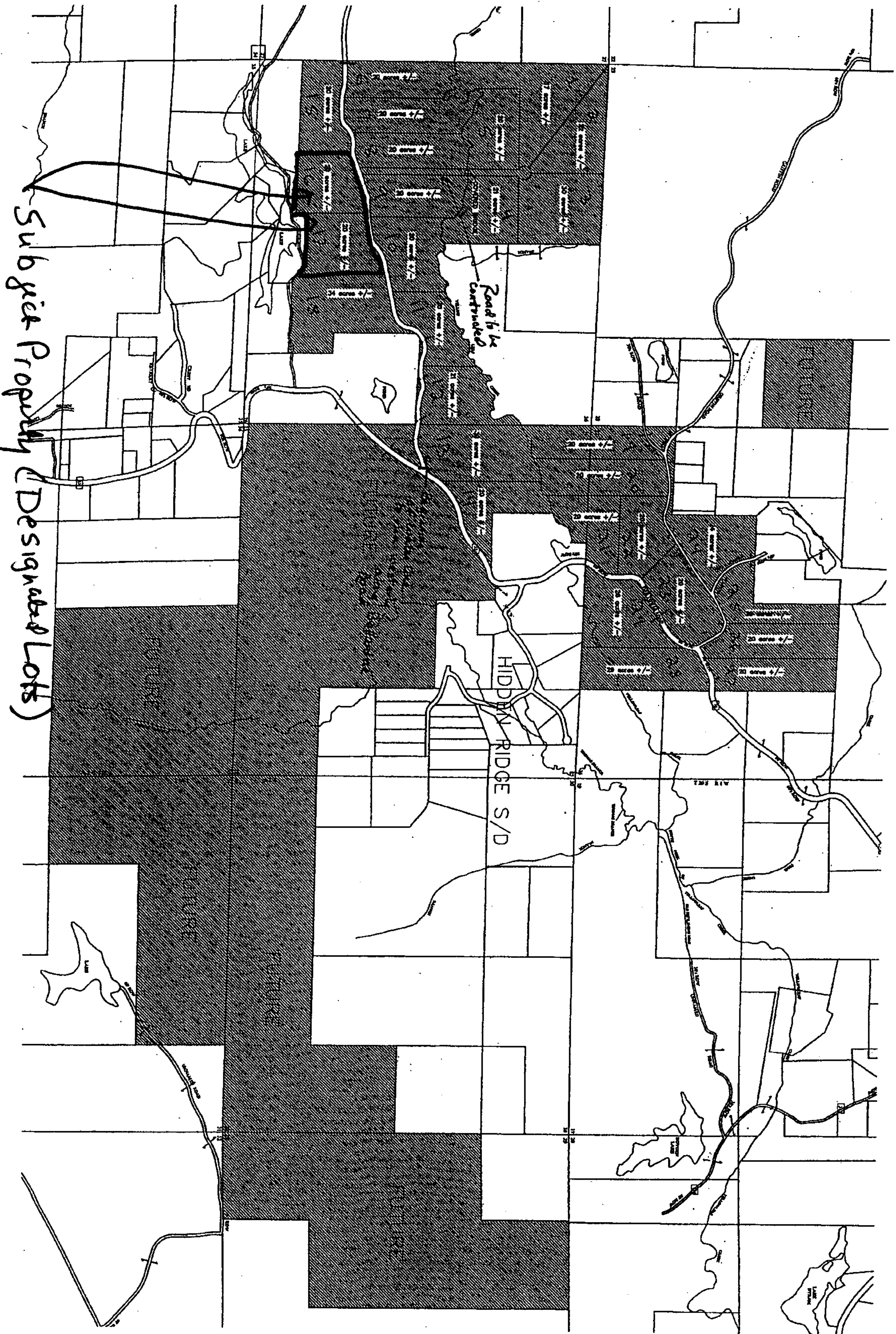
The Northeast $\frac{1}{4}$.

LESS AND EXCEPT any part of subject properly lying within a roadway or easement.



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EXHIBIT B



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