

(Name) Robin H. Harbin

(Address) 1417 Daniel Building, Birmingham, Alabama 35233

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Algernon Blair, Inc., C. B. Shewmake, C. B. Shewmake, Jr., and  
Michael A. Mouron d/b/a Altadena Forest Partners, an AL Gen. Partnersh  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
Tom Rast and William D. Sellers, a partnership

(hereinafter called "Mortgagee", whether one or more), in the sum  
of One Million and no/100----- Dollars  
(\$1,000,000.00), evidenced by that certain promissory note in favor of Lankford  
Investment Company, Ltd., dated May 1, 1979, which mortgagors have  
agreed to pay.

And Whereas, Mortgagors 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 Mortgagors,

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:

See Exhibit A attached hereto and made a part hereof.

1. Mortgagee, for itself and its successors and assigns, covenants and agrees that all of its rights and powers under this mortgage are subordinate and subject to the rights of Engel Mortgage Co., Inc., under that certain mortgage dated June 3, 1976, and recorded June 3, 1976, in Office of Judge of Probate, Shelby County, Alabama and under that certain Security Agreement dated June 3, 1976, and the rights of the Secretary of Housing and Urban Development under that certain Regulatory Agreement dated June 3, 1976 and incorporated by reference in the above described first mortgage.
2. Mortgagee, for itself and its successors and assigns, further covenants and agrees that in the event of the appointment of a receiver or of the appointment of the mortgagee as mortgagee-in-possession, in any action by the mortgagee, its successors or assigns, to foreclose the mortgage, no rents, revenue or other income of the project collected by the receiver or by the mortgagee-in-possession shall be utilized for the payment of interest, principal or any other charges due and payable under this mortgage, except from surplus cash, if any, as the term is defined in the Regulatory Agreement; and further, the receiver or mortgagee-in-possession shall operate the project in accordance with all the provisions of the first mortgage and the Regulatory Agreement.
3. In the event the Secretary acquires title to the project by a deed in lieu of foreclosure, the lien of the second mortgage will automatically terminate. Second Mortgagee may cure a default under the HUD mortgage prior to foreclosure; provided, however, the Secretary of Housing and Urban Development, his successors or assigns, is under no obligation to give notice of default under the HUD mortgage. All sums paid by the second mortgagee to cure a default under the HUD mortgage shall be added to the indebtedness secured by this mortgage. However, no rents, revenue or other income of the project shall be utilized for the payment of the principal and interest on the additional indebtedness, except from surplus cash, if any, as that term is defined in the Regulatory Agreement.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Title Co.

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 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 the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Algernon Blair, Inc., C. B. Shewmake, C. B. Shewmake, Jr., Michael A. Mouron d/b/a Altadena Forest Partners, an Alabama General Partnership have hereunto, set signature and seal, this 31 day of May, 1983

ALGERNON BLAIR, INC., C. B. Shewmake, C. G. Shewmake, Jr. and Michael A. Mouron, D/B/A ALTADENA FOREST PARTNERS, an Alabama General Partnership

ALGERNON BLAIR, INC. (SEAL)  
By C. B. Shewmake, individually (SEAL)  
C. B. Shewmake, Jr. individually (SEAL)  
Michael A. Mouron, individually (SEAL)

THE STATE of JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. B. Shewmake, C. B. Shewmake, Jr., and Michael A. Mouron

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, in their individual capacity and as general partners of Altadena Forest Partners.  
Given under my hand and official seal this 31st day of May, 1983

Notary Public.

THE STATE of ALABAMA JEFFERSON COUNTY }

My Commission Expires Feb. 7, 1984

I, the undersigned hereby certify that C. B. Shewmake

, a Notary Public in and for said County, in said State,

whose name as Chairman of Algernon Blair, Inc. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, 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 the 31st day of May, 1983

Notary Public

My Commission Expires Feb. 7, 1984

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203

EXHIBIT "A"

A tract of land situated in the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1, Butte Woods Ranch Addition to Altadena Valley as recorded in Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Commence at the Southwest corner of the NE 1/4 - NW 1/4 of said Section 3, and run thence Easterly along the South line thereof 69.02 feet; thence turn 69° 30' 50" right and run Southeasterly 96.27 feet to the point of beginning, said point being on the Northerly line of Lot 1 of said Altadena Park; thence turn 90° 00' left and run Northeasterly 240.0 feet to the Northern most corner of said Lot 1; thence turn 90° 58' 45" right and run Southeasterly 149.79 feet to the Southeast corner of said Lot 1; thence turn 6° 16' 15" right and run Southeasterly along the Easterly line of Lot 2 of said subdivision 144.94 feet to the most Easterly corner of Lot 2; thence turn 17° 01' 15" right and run Southerly along the Easterly line of Lot 3 of said subdivision for 57.52 feet to a point on last said lot line; thence turn 106° 56' 15" left and run Northeasterly 128.13 feet; thence turn 84° 50' right and run Southeasterly for 195.00 feet; thence turn 20° 59' 30" left and run Southeasterly for 333.22 feet; thence turn 52° 39' 30" left and run Easterly for 150.00 feet; thence turn 90° left and run Northerly 600.14'; thence turn 41° 00' right and run Northeasterly for 300.00 feet; thence turn 14° 00' left and run Northeasterly for 125.00 feet; thence turn 25° 00' left and run Northerly for 170.00 feet; thence turn 87° 58' 40" right and run Easterly for 137.41 feet to a point on the East line of the NE 1/4 - NW 1/4 Section 3, Township 19 South, Range 2 West; thence turn left 90° and run Northerly along said 1/4 - 1/4 line for 270 feet, more or less, to the Westerly bank of the Cahaba River; thence run Northerly and Westerly along the Southwest bank of said river 1400 feet, more or less, to the West line of the NE 1/4 of the NW 1/4 of said Section 3, said point also being on the Easterly line of Lot 1 of said Butte Woods Ranch Addition to Altadena Valley; thence run Northerly along last said 1/4 - 1/4 section line, and said lot line, for 90 feet, more or less, to the Northeasterly corner of said Lot 1; thence turn left and run Westerly along the Northerly line of said lot 1 for 240 feet, more or less, to the Northwest corner of said Lot 1; thence turn left and run Southwesterly and along the Easterly right of way line of Caldwell Mill Road for 425 feet, more or less, thence thence turn left 31° 45' and run Southeasterly along the new Northeasterly right of way line of Old Caldwell Mill Road for 231.58 feet to the beginning of a curve to the right, having a radius of 263.05 feet; thence continue Southeasterly and along said right of way line and along the arc of said curve 162.13 feet to the end of said curve; thence continue Southeasterly on a course tangent to said curve, and along said right of way line 245.3 feet to the point of beginning.

BOOK 433 PAGE 942

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
NOTICE WAS FILED

1983 JUL 20 AM 10:18

*Thomas O. Shoups, Jr.*  
JUDGE OF PROBATE

*Orig. Tax - 1,500.00*  
*Re 450*  
*End. 100*  
*1,505.50*